

**EIFFAGE ITALIA S.R.L. GENERAL TERMS AND CONDITIONS FOR WORKS AND SERVICES****1. SUBJECT MATTER OF THE DOCUMENT**

The present document sets out the general contracting terms and conditions (“General Terms and Conditions” or “General Terms”) governing the relationship of contracts subject to Italian law between **EIFFAGE ITALIA S.R.L.** (“Eiffage”) and the counterparty (“**Subcontractor**”), for contracting of Works and Services. Eiffage and the Subcontractor shall be individually referred to as the “**Party**” and collectively, as the “**Parties**”.

**2. SCOPE OF APPLICATION**

2.1. The present General Terms and Conditions shall govern any Works and Services Contracts, unless otherwise agreed between the Parties in the Contract, Particular Conditions or Order.

2.2. Any Contract executed by Eiffage implies the unreserved adherence to the present General Terms and Conditions which shall apply thereto together with the Particular Conditions which, where appropriate, may be expressly agreed in writing. In the event of any conflict between the Order, Particular Conditions, Contract and these General Terms and Conditions, the former shall prevail and take precedence with respect to the latter.

2.3. The execution of the Works and Services and/or the delivery of any Additional Goods and Products by the Subcontractor to Eiffage, shall automatically entail the understanding, acceptance and unreserved adherence of the present General Terms and Conditions by the Subcontractor, even in circumstances where no Order, Particular Conditions, Contract is executed between the Parties.

2.4. The present General Terms and Conditions supersede any other prior terms and conditions or covenants tacitly or explicitly agreed by the Parties, which shall be considered null and void for all purposes. Any amendment to the present General Terms and Conditions must be expressly agreed in writing between the Parties.

2.5. General Terms and Conditions other than those set out in the present document shall not be accepted except with the express consent in whole or in part thereof by Eiffage.

2.6. Any conditions and specifications introduced by the Supplier in its delivery notes, invoices or other documents forwarded between the Parties, which contradict the terms and conditions agreed in the Order, Particular Conditions, Contract submitted by Eiffage shall be null and void.

2.7. The Subcontractor declares that it is familiar with and subscribes to the Values and Principles of the Eiffage Group which are published on our website  
<https://www.eiffageenergiasistemas.com/en/persons/values-and-ethics-code/>

2.8. The present General Terms and Conditions shall apply indefinitely.

**3. DEFINITIONS**

“**Additional Goods and Products**” means, including but not limited to, those goods, equipment, materials, tools, consumables, products and/or tangible elements provided by or on behalf of the Subcontractor to Eiffage as part of or in relation to the Works and Services and which are defined and specified in the corresponding Order, Particular Conditions, Contract.

“**Additional Work(s)**” means work(s) to be undertaken by the Subcontractor subject to the terms and prices agreed in the Contract/Order/Particular Conditions/Framework Contract.



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

Under no circumstances whatsoever shall indirect costs be considered, as these were initially considered in the unit prices to be applied. Nor shall work undertaken for safety or auxiliary reasons be considered as additional costs. Payment for the works shall be based on finished units and off-plan, including associated documentation if necessary.

**“Applicable Law”** means any law, treaty, regulation, decree, rule, by-law, decision, ruling or legal order, administrative order, interpretation, criteria, resolution, authorisation, directive, applicable regulation, base, plan, operating procedure, manual and other rules or decisions of any kind passed by any Competent Authority and in force at the time in question, and to which the Parties are subject regarding the construction and commissioning of the Project.

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

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

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

**“Developer”** or **“Owner”** means any natural or legal person who is the end owner of the Works and Services and/or additional Goods and Products executed and/or supplied by the Subcontractor.

**“Eiffage Energía”** or **“Eiffage”** means any company of the Eiffage Energía Group which issues an Order subject to the present General Terms and Conditions, comprising the following trading companies made up by **Eiffage Energía, S.L.U.** (B02272490), **Eiffage Energía Ireland Limited** (IE 4197918BH), **Eiffage Energía Perú, S.A.C.** (20601398606), **Eiffage Energía Colombia, S.A.S.** (NIT. 901457507 – 2), **Eiffage Energía México S. de R.L. de C.V.** (EEM140509HN5), **Eiffage Energía S.L.U., Sucursal Em Portugal** (980335507), **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), **F10 Factoría De Serveis Electric, S.L.** (B-61698247).

**“Final Acceptance Certificate”** means the document issued by Eiffage certifying the final receipt and acceptance of the Works and Services, upon expiry of the Warranty Period.

**“Governmental Authority”** means any country or government or province, state or any political body thereof, any entity, authority or body exercising executive, legislative, judicial or administrative functions pertaining to a government, including any governmental authority, body, department, board, commission or agency, of any jurisdiction in which Eiffage an/or the Subcontractor is



resident, any court, tribunal or arbitrator and any securities exchange agency or body or authority regulating said securities exchange.

**“Invoicing Instructions”** means the document applicable for Italy and which is published on our website <https://www.eiffageenergiasistemas.com/en/purchasing-policy/>.

**“Personnel”** means all employees, as well as any other natural or legal person directly or indirectly related to the Subcontractor who shall execute 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).

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

**“Project and Site Management”** means the competent technician or technicians, appointed by Eiffage and/or the Owner, in charge of the technical supervision and verification of the execution of the Works and Services.

**“Public Official”** means and includes all officers or employees of a ministry, governmental body or agency, licensing authorities, customs officials, candidates for public office and officials of public international organisations (for example, Red Cross). The term likewise includes officers or employees of state-owned or controlled corporations, such as universities, airlines, oil companies, hospitals or other providers. The term further includes relatives and close acquaintances of these persons (for example, it is not permitted to ostentatiously bribe a sibling, spouse or child of a public employee, if such a gift to the person himself/herself is prohibited by the Anti-Corruption Code). Pursuant to Article 357 of the Italian Criminal Code, “public official” includes any person who exercises, temporarily or permanently, a legislative, administrative or judicial function with or without an employment relationship with the Italian State. Authorities, such as members of the Italian Parliament, the Legislative Assemblies of the Regions and the European Parliament, inter alia, shall likewise be considered public officials for the purposes of anti-corruption regulations.

**“Subcontractor”** means the natural or legal person responsible for the execution of the Works and Services subject to the provisions of both these General Terms and Conditions and the Order/Specific Conditions/Contract.

**“Subcontract”** means the Contract by virtue of which the Subcontractor commissions the execution of any works and/or services from a third party.

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

**“Works and Services”** means the works and/or services for which Eiffage engages the Subcontractor.

**“Work Stoppage”** means that only those work stoppages which may entitle the Subcontractor to claim additional costs or price increases shall be considered as work stoppages that render impossible for the Subcontractor to perform any of the contracted tasks, irrespective of who in its team performs same and provided that Eiffage obtains said recognition from its client following a request from the Subcontractor. For these purposes, in order to consider a stoppage as a Work



Stoppage, justification must be provided that the time that has been stopped exceeds 10% of the contractual schedule accumulated throughout the period of the Contract, documentally accrediting same to the project manager upon the partial occurrence, in a manner which same can be substantiated.

#### 4. PERFORMANCE OF THE OBLIGATION

4.1. The performance of the obligation to execute the Works and Services shall be undertaken at the sole risk, peril and liability of the Subcontractor, and the economic outturn shall be at the sole expense of the Subcontractor.

4.2. The Subcontractor must execute the Works and Services observing at any given moment compliance with the applicable laws and regulations and all instructions received from Eiffage.

4.3. The Works and Services taken out under contract in the execution thereof are understood to be completely finished and/or in operation.

4.4. The Subcontractor undertakes, at its own expense and without any obligation by Eiffage to make any payment whatsoever, to re-execute the works carried out deficiently in the opinion of Eiffage and/or at the request of the Project and Site Management on behalf of the Owner.

4.5. The Subcontractor shall be responsible for the safety and signposting of the Works and Services, and shall, at its expense, provide all the means and materials necessary for this purpose, assigning the relevant personnel for the installation and daily control thereof. In addition to the foregoing, the Subcontractor shall be under the obligation to appoint an interlocutor as sole representative before Eiffage.

4.6. The Subcontractor shall be responsible for the transport to the site of all materials, equipment, tools and machinery to be provided, as well as the reception at the site, unloading, proper storage, movement and handling of all materials, equipment, tools, spare parts and necessary machinery that the Subcontractor is under the obligation to provide, as well as those that are provided by Eiffage within the subject matter and scope of the contracted Works and Services, and shall bear the costs related thereto.

4.7. The Subcontractor shall likewise be responsible, where appropriate, for the construction of auxiliary facilities in the areas specified for this purpose by Eiffage and/or the Project and Site Management (such as offices, warehouses, workshops, changing rooms, toilets etc.), the supervision of the works and their cleaning during the execution thereof, as well as upon conclusion of the Works and Services. To this end, the Subcontractor shall be under the obligation to remove the remains of the materials used by same at its own expense and without delay.

4.8. Eiffage reserves the right to refuse the cost overruns supplied, even if these are shown on the delivery note. The only units accepted are those included in the Order. Invoices shall only be paid when these match the quantities and prices of the Order, or unless Eiffage 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 Order, this fact must be notified to Eiffage at the earliest opportunity and, in either event, within fifteen (15) Days as from the time the Subcontractor becomes aware, or should be aware, of the event or circumstance which entitles same to said extension of the execution deadline of the works and/or to an increase in the quantities and prices of the Order. In the event that the Subcontractor fails to notify Eiffage of the claim within the specified (15) day period, 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 Order, and Eiffage shall be exempt from any liability whatsoever in relation to the claim. In the event that the Subcontractor makes a claim in the manner specified in the present paragraph, said claim shall comprise, at least, all the documentation and/or information substantiating said claim for extension of the execution deadline and/or of the quantities and prices of the Order. Upon receipt of the claim Eiffage shall within thirty (30) days approve or reject the claim made by the Subcontractor, at its sole discretion.

4.9. The Subcontractor shall within a period not exceeding five (5) Days accept or reject in writing each Order; in the event that the Subcontractor fails to make a decision in the manner specified herein, Eiffage shall be entitled to formally cancel the Order. In the event that the Subcontractor commences the execution of the Works and Services without having expressly accepted same within the specified period, it shall be understood that the Order has been unreservedly accepted.

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 the present General Terms and Conditions, with the obligations set out in the **Eiffage Group General Terms and Conditions For The Purchase Of Goods And Products**.

4.11. The Subcontractor shall not be exempt from any of its obligations as regards the performance of the execution of the Works and Services and the obligation to deliver the Additional Goods and Products thereto, nor shall be entitled to an increase in the Price as a result of any regulatory amendment which has a bearing on the performance of the Subcontractor's obligations under the Order and which enters into force on the day of the signing of the Order or any subsequent date.

4.12. In the event that there is a risk that the Works and Services shall not be undertaken by the Subcontractor or that the Works and Services shall not be executed according to the execution schedule and shall jeopardise any critical intermediate execution milestone or the final execution deadline, at Eiffage's sole discretion, Eiffage shall be entitled to rescind the Order in whole or in part (including the reduction of items) and to contract said Works and Services subject to early rescission to a third party or to execute said works using its own means, passing on to the Subcontractor all costs, as well as losses and damages incurred.

## 5. ECONOMIC ARRANGEMENT

### 5.1. PRICE

The Price shall include all items stipulated in the Order and the currency shall be specified in said Order.

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

The Order Price is an approximate price and based on an estimate of units to be executed, therefore, the final Order Price is based on the units actually executed, including the provision of the documentation required in the Order (including but not limited to, quality documentation, as-built, certificates of being up to date with payments and with the Administration etc).



Likewise, these payments shall only be effectuated through the corresponding invoices and following validation of the corresponding certification. These certifications shall clearly and strictly specify the manner of certification and payment stipulated in the Order (units executed, progress rate of the Works, payment per Milestones or other expressly agreed option).

Only the certifications which include the signatures of the persons authorised by Eiffage to do so shall be considered valid, and in either event said certifications must be signed by Eiffage 's works manager and/or the project manager or project director thereof as the person ultimately responsible for the validation thereof.

It is understood that the agreed prices include the manpower required for the flawless execution and completion of the Works and Services (with all the expenses that same entails: salaries, taxes, charges, per diem 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 seamless execution of the Works and Services, as well as any assistance, issuance of permits, certifications or official verifications and auxiliary services entailed in the proper execution of the Works and Services, including the corresponding technical assistance.

Should Eiffage execute part of the works inherent to that set forth in the Order, such as aids, auxiliary means, internal transport etc., or provides materials at its own expense, the amount shall be deducted from the Subcontractor's invoicing.

## **5.2. INVOICING**

The Subcontractor must specify on the invoice the number of the Order and the approved certification. The certification which must be attached to the invoice, if applicable, in a visible place, Eiffage shall not be held liable for any delays which may arise in the preparation of the invoices which lack the above information. Only a single Order number may be entered on each invoice.

The Subcontractor may not issue the invoice until compliance in its entirety of the obligations thereof pursuant to the Contract unless partial invoices ("Invoicing Milestones") have been agreed in the Order.

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

Payment of invoices by Eiffage shall not exempt the Subcontractor from its responsibilities or obligations derivative from the Order.

Invoicing shall be undertaken in accordance with the Invoicing Instructions which are available on the Eiffage website <https://www.eiffageenergiasistemas.com/en/purchasing-policy/>.

## **5.3. PAYMENT**

Payments shall be specified in the Contract or Particular Conditions, and the Subcontractor shall be under the obligation for that purpose to provide a bank account holder certificate or any other document or bank details required for making payments, which must be updated according to the periodicity indicated by Eiffage, and at least on an annual regularity.

The Parties agree that the Contract Price has already taken into account the cost of financial expenses and interest due to the maturity of the payment document specified in the immediately



preceding paragraph (in the event that Eiffage opts for confirming payment) and which shall be delivered by Eiffage to the Subcontractor, both Parties agreeing that the due date of the payment document is pursuant to law given the fact that the Subcontractor is entitled to advance the payment without recourse thereof to the bank, it being understood that the costs which said advance of the due date of the payment may entail are included in the Contract Price.

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

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

(a) Documentation attesting the fulfilment of the contribution obligations (i.e. DURC – *Documento Unico di Regolarità Contributiva*), provided that the Subcontractor continues to render its Services or execute the Works, it shall renew and furnish the DURC upon the expiry of 120 days from the date of the first issuance and successive renewals thereof. If the Subcontractor fails to submit the aforementioned certificate, payment of invoices shall be suspended until the aforementioned documentation is provided to Eiffage;

(b) Copy of the Unified Employment Document (*LUL-Libro Unico del Lavoro*);

The Subcontractor shall be under the obligation to advise Eiffage of any debt deferral and/or staged payment (payment in instalments) arrangement requested from the Revenues Agency “*Agenzia delle Entrate*” (Italian Taxation Agency).

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

(d) Certified declaration issued by the legal representative of the Subcontractor, attesting of being up to date with the payment of the salaries of the personnel assigned to the work, signed by same, individual specification of the name, surname, professional category, type of employment contract which binds same to the Subcontractor, copy of the salary receipts of said personnel, together with the bank transfer or payment document which certifies the payment of the salaries to each of the workers. Furthermore, Eiffage may request a copy of the employment contract of any of the workers when deemed appropriate;

(e) copy of the UNILAV form of the Subcontractor's employees assigned for the performance of the Works and Services. The Subcontractor shall be under the obligation to immediately notify any registrations/deregistrations of workers carrying out the Works and Services;

(f) In case the overall yearly compensation paid by Eiffage to Subcontractor exceeds Euro 200,000.00, a copy of the certification issued pursuant to art. 17-bis, para. 5, Legislative Decree no. 241/1997, aimed at attesting the Subcontractor's compliance with the obligations set forth in the aforesaid art. 17-bis, para. 1 and 2, Legislative Decree no. 241/1997. Such certification shall be repeated upon the expiry of each 4 (four) month term;



(g) A nominal employee list of the Subcontractor's workers who shall carry out the Works and Services, specifying their names, surnames, professional category, National Identity Card (DNI) number, *matricola INPS*, address and type of employment contract which binds same to the Subcontractor, as well as their seniority; and residence and work permits in Italy or relevant authorisations in the case of the intervention of foreign personnel;

(h) The documentation on Occupational and H&S regulation required pursuant to Clause 19 (4) of these General Terms and Conditions;

(i) Proof of payment of the insurance policies for workplace accidents, civil liability and for the machinery and vehicles which render services in the Works and Services;

(j) certificate of registration in the competent Chamber of Commerce, Industry and Handicrafts which enable the Subcontract to carry out the contracted activity and, where applicable, receipt of payment of the corresponding annual fee;

(k) In the case of intervention of foreign personnel, the required authorisations to reside and work in Italy.

Eiffage shall be entitled to stop payment of any invoice issued by virtue of that set forth in the present document by the Subcontractor when the latter has not furnished the preceding documentation, as well as in those cases in which any claim is received as a consequence either of a breach of the present General Terms and Conditions or that of the Order by the Subcontractor, or any claim by any third party as a consequence of works carried out by the Subcontractor, and from which any type of claim for Eiffage, provided that said conflict is resolved.

Partial or total payments made by Eiffage for the settlement of invoices shall always be considered as a delivery on account and shall under no circumstances whatsoever imply conformity of the works carried out.

In addition to the above, the Subcontractor shall indicate the national collective agreement applicable to its employees and undertakes to recognise an economic treatments not lower than the ones provided for by the national collective agreements whose application results to be the prevailing one in the area and in the sector subject of this contract as provided for by Article 29 of Legislative Decree 276/2003.

The payment of the last certification, albeit by contractual milestones or by acceptance of the Provisional Acceptance Certificate, shall be per force conditioned to the prior signature and delivery, by the Subcontractor, of the letter of waiver, the model of which shall be enclosed hereto as an annex, where applicable, to the Particular Conditions, Order, Contract, Framework Contract.

#### **5.4. RIGHT TO ADDITIONAL COSTS**

Should the Subcontractor notify Eiffage that there are additional costs in the execution of the works, said costs shall not be considered an additional cost until said incremental cost is duly documented and substantiated in a formal document and expressly accepted by Eiffage.

In the event of Additional Works which incur an additional cost, said costs shall only be accepted and approved if, prior to the execution thereof, have been determined and assessed in writing and expressly accepted by the Parties by means of the signature, by the legal representatives thereof, of an addendum which shall become an integral part of the Contract.





The Additional Works are subject to the terms specified in the definition given to this concept in Clause 3 of the present document, definitions.

In the event that the Subcontractor incurs any additional costs, said costs shall be duly substantiated by the Subcontractor, and Eiffage and the Subcontractor shall meet and, following agreement between the Parties, shall approve the respective amounts of said costs in the Project works, and said payment shall be effectuated, in a single payment, upon completion of the Project, following deduction of any amount owed by the Subcontractor to Eiffage, including but not limited to the amount of losses and damages, liquidated damages or any other amount owed by the Subcontractor, upon signature of the provisional acceptance certificate.

Under no circumstances whatsoever shall any administrative work, that is, due to hours of human resources or machinery, be accepted or paid for, irrespective of the possible existence of work reports. Said reports shall only be considered for the purpose of certifying that a work has been executed and shall never entitle the Subcontractor to claim any payment based thereon. Any Additional Work shall be assessed pursuant 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 a Work Stoppage, the Subcontractor shall only be entitled to claim and may ensue in a possible price increase, or recognition of additional costs, when it can be accredited that the requirements set forth in the definition thereof, included in Clause 3 of this document, definitions, have been compulsorily and cumulatively complied with.

## **6. SUBCONTRACTOR WARRANTIES**

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

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

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



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

#### 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 clauses contemplated in the present General Terms and Conditions and in the Particular Conditions that may be convened, Eiffage shall withhold an amount corresponding to 10% (ten per cent) of each of the invoices, and said withholding may be replaced by a bank guarantee, with the prior written authorisation of Eiffage. Said percentage may be amended by the Parties to the Contract.

In the event that the Subcontractor is authorised by Eiffage to replace the withholding for a bank guarantee, the guarantee model must be previously approved by Eiffage Energía. Said guarantee must be of an autonomous guarantee ("*garanzia autonoma*") which expressly derogate to Articles 1939 and 1945 of the Italian Civil Code, and with express waiver of the benefits of excussion, division and priority and enforceable upon first demand in favour of Eiffage Energía.

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

### 7. WARRANTY PERIOD

The Works and Services shall have a minimum warranty of TWENTY-FOUR (24) MONTHS from the signature of the Provisional Acceptance Certificate ("Warranty Period"), irrespective of the execution deadline thereof and the type of activity in question, unless this warranty is amended, by mutual agreement, by the Order, notwithstanding that set forth in Article 1669 of the Civil Code, Article 4 of Legislative Decree No. 122/2005 and Ministerial Decree N. 154/2022 (if applicable) or in any other applicable legislation.

If, during the warranty period, Eiffage 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. The choice between the aforementioned options shall always be up to Eiffage.

Where the Subcontractor carries out repairs, modifications, corrections, replacements or alterations to a part of the Works and Services upon signature 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 has been completed.

In either event, the Final Acceptance Certificate to the Subcontractor may not be granted prior to the acceptance thereof to Eiffage by the Owner.

In the event that the Subcontractor's performance of its obligations is unsatisfactory, a defect in the quality of the Works and Services is identified and the Subcontractor fails to repair said defect within the period granted for this purpose, or refuses to do so, Eiffage reserves the right to repair and/or replace the Works and Services thereafter itself or with a third party at the expense and risk of the Subcontractor. To that end, Eiffage shall be authorised to withhold pending payments, to execute the bank guarantees and even, to reject all or part of the Works and Services, requiring in this case the reimbursement of the amounts paid, without said circumstance being grounds for any claim by the Subcontractor. Furthermore, the Subcontractor shall be under the obligation to compensate Eiffage for all losses and damages occasioned due to the non-compliance of its obligations.



In the event that the Works and Services include execution of foundations, the warranty period thereof shall be at least TEN (10) YEARS (“Foundations Warranty Period”) in accordance with Article 1669 of the Civil Code, Article 4 of Legislative Decree No. 122/2005 and Ministerial Decree N. 154/2022. Therefore, and notwithstanding the issuance 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 derivative 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 any given moment have sufficient and duly qualified manpower to comply with and carry out the work arising from these present General Contract Terms and Conditions of Contract. Eiffage may, at any given moment and for justified grounds, request the replacement of any of the Subcontractor's employees, and the latter shall be under the obligation to replace same 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 execution of the works, their responsibilities and lines of action being at any given moment clearly defined and separated for all purposes from those of Eiffage.

Eiffage reserves the right to inspect the good condition and state of repair of the Subcontractor's material resources, so that at any given moment these observe proper service and safety conditions, without this implying any liability whatsoever on the part of Eiffage.

The machinery, work and safety equipment, as well as tools, instruments, 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 either event, those described in the technical documentation of the work, which the Subcontractor must be familiar with, as well as the applicable annexes thereto.

## 9. LIABILITY

The Subcontractor shall be held liable to Eiffage and vis-à-vis any third party 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 thereof and execution of the Works and Services.

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

The Subcontractor shall be liable for any personal accident or damage occasioned thereby, including civil liabilities vis-à-vis any third party parties, as a consequence of the execution of the Works and Services, both at the site thereof and at the places of origin and extraction of materials and at those of passage and stockpiling.

The Subcontractor shall hold Eiffage free and exempt from any liability for the obligations which same has or acquires with any third party, as such obligations are considered extraneous to Eiffage.



The Subcontractor shall be responsible for the units executed by same until the final reception of the Works and Services, proceeding to repeat, demolish or execute again those units thereof if so deemed appropriate to do so by the Project and Site Management of both the Owner and Eiffage, all of this at no cost to Eiffage.

## **10. INSURANCE**

Notwithstanding the liabilities stipulated for the Subcontractor in the Contract, the Subcontractor, must procure and maintain in full force and effect at the Subcontractor's own account and expense at any given moment during the Contract, all the insurance and coverage specified below, with financially sound and reputable insurance companies and with a minimum rating of A obtained from the Standard and Poor's rating agency:

- Workplace accident insurance as per the coverage and limits stipulated in the applicable collective enterprise bargaining agreement and/or applicable legislation.
  
- General civil liability insurance for losses and damages which may occasioned by itself, its personnel or the subcontractors thereof, vis-à-vis any third party, personnel, goods and facilities of Eiffage or the Owner, including, inter alia, other minimum coverages the following list, which is enunciative but not limitative: operating civil liability, employer's civil liability with a limit not less than 1.000.000 Euros per victim, cross liability, property under custody care and control, subcontractors liability, products and post-works, accidental pollution and contamination.

The limit required in each case shall be stipulated in the Particular Conditions, and which, as a minimum, shall be for the amounts specified in **Annex V** enclosed herein to the present General Terms and Conditions.

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

General civil liability insurance shall cover claims arising out of the execution of the work commissioned to the Subcontractor and the subcontractors thereof, if any.

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

- In the event of undertaking engineering work, professional civil liability insurance (errors and omissions), covering liability for negligent acts, errors, mistakes or omissions resulting from the performance of the work commissioned to the engineer, consultant or subcontractors, including coverage for consequential losses. The compensation limit required in each case shall be stipulated in the Particular Conditions, and which, as a minimum, shall be 600,000 Euros per claim.

The insurance must remain in force from the commencement of the study until the warranty period specified in the Particular Conditions, being a minimum of one year.

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



- In the event of using owned or leased property or equipment insurance for the damage to leased property/equipment by or the property of the Subcontractor, with a limit of not less than its replacement value. Eiffage 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 execution of the works, compulsory motor and/or passenger (compulsory motor third party) insurance as per the minimum limits and coverages required under applicable prevailing legislation.

- If it is necessary to use drones, drone aviation civil liability policy with a minimum compensation ceiling of 300,000 Euros or the limit according to law.
- Where applicable, transport insurance which insures the damage occasioned to the goods being transported, including loading and unloading operations and temporary storage, from the factory to the work site.

These policies shall be primary insurance policies to any other Eiffage policy and shall remain in force from the date of the Particular Conditions or Order until the end of the Guarantee Period.

In either event, Eiffage shall never be held liable for the limits, deductible or limitations of the policies taken out by the Subcontractor.

The Subcontractor shall furnish, prior to the commencement of the provision of services and/or execution of the Contract, to the full satisfaction of Eiffage, a copy of the policy or the summary certificate of the coverage and limits currently taken out under contract, wherein it is stated that the Subcontractor is up to date with the payment of the premium of 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 shall not entail the approval thereof by Eiffage or that these comply with the requirements.

The Subcontractor shall notify Eiffage of any amendment which has a bearing on the effectiveness and terms of the policies set forth in this clause. In the event of the occurrence of the expiry of the policies during the term of the contract, it shall be necessary for the Subcontractor to accredit the renewal thereof and compliance with the specified requirements. When required by Eiffage the Subcontractor shall provide a copy of the insurance contracts.

Should the Subcontractor not furnish the insurance nor maintain same under the required terms, Eiffage reserves the right, giving prior notice to the Subcontractor, to take out adequate insurance on its behalf, Eiffage shall deduct the cost of taking out the insurance from any amount due to the Subcontractor.

The Subcontractor shall, at its sole responsibility, require its authorised subcontractors to maintain the same insurance and terms required of the Subcontractor. Failure to do so shall not exempt the Subcontractor of its liability vis-à-vis Eiffage.

As soon as the Subcontractor becomes aware of any circumstance which may give rise to a claim under the insurance policies to which reference is made in this clause, the Subcontractor shall notify Eiffage of such circumstance and the incident shall be notified to the appropriate insurance company in each case. The Subcontractor is under the obligation to collaborate and provide the necessary assistance for the notification, preparation, negotiation and resolution of incidents.



## 11. SUBCONTRACTING

The Subcontractor shall not subcontract, in whole or in part, the performance of the obligations the subject matter of these General Terms and Conditions or, where applicable, the Contract, without the express and prior written authorisation of Eiffage in relation to said subcontracting.

Notwithstanding the foregoing, the Subcontractor shall be liable for the performance of the works or services by the subcontractors thereof. The Subcontractor shall be liable for any claim filed by any of its Subcontractors' workers shall hold Eiffage harmless in this regard and compensate Eiffage for any amount to be paid as a result of any such claims including, but not limited to, lawyer's fees and legal costs.

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

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

The Subcontractor is under the obligation to strictly comply with the applicable law and must accredit that it is registered in the Register of competent Chamber of Commerce. This registration shall be an essential requirement for the execution of the Contract, reason why the absence of registration shall determine the termination thereof, with the right of Eiffage to claim compensation for the losses and damages that this non-compliance may have occasioned thereto.

In the event that a subcontractor of the Subcontractor files a judicial or extrajudicial claim against Eiffage, the latter shall be entitled to withhold, against any amount or guarantee in its possession and for any concept in favour of the Subcontractor, the amounts necessary to cover in its entirety said claims (principal, interest, costs, expenses etc.), Eiffage being entitled to directly pay the amounts claimed with said withheld amounts.

## 12. ASSIGNMENT

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

Any assignment, novation, transfer or pledge made in breach of the foregoing shall be null and void and unenforceable. Failure by the Subcontractor to comply with this obligation shall entitle Eiffage to apply liquidated damages of up to 10% of the Order Price awarded to the Subcontractor. Eiffage may, without the consent of the Subcontractor, freely assign or transfer all or part of the rights and obligations thereof in favour of any third party or to any of the companies of its group.

## 13. OFFSETTING

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



#### **14. FORCE MAJEURE**

In the event of the occurrence of unforeseeable circumstances, acts or events following the signing of the Contract and which hinder the performance of the respective obligations, neither Party may be held liable for the non-compliance of such obligations, pursuant to applicable law.

The Subcontractor shall notify Eiffage, in writing and at the earliest possible opportunity and, in either event, within TWO (2) DAYS from the date on which the former becomes aware, or should have become aware, of said force majeure. Said notification shall contain a comprehensive documented explanation, to the reasonable satisfaction of Eiffage, including details of the event or condition, the cause, the commencement and foreseeable end of the Force Majeure situation and a statement of the actions to be taken in order to comply with the obligations thereof under the Contract. In the event that the Subcontractor fails to notify Eiffage within the specified deadline, it shall be understood that the Subcontractor shall not be entitled to claim an extension of the execution period from Eiffage.

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

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

In the event of Force Majeure, the Subcontractor shall only be entitled to claim an extension of the execution period but shall not under any circumstances be entitled to claim an increase in the Contract Price. In either event, in order for the Subcontractor to be entitled to claim an extension of the execution period, it must prove to Eiffage that same has done everything its power to mitigate or eliminate the impact on the execution period of the works the subject matter of the Order.

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

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

#### **15. LIQUIDATED DAMAGES**

15.1. In the event that the Subcontractor fails to comply with its obligations derivative from the contractual relationship, Eiffage may require liquidated damages from the Subcontractor for the amount and in the cases specified below.



**15.1.1. Due to delays**

In the event of delays in the delivery of the Works and Services due to any grounds not attributable to Eiffage Energía, Eiffage shall be entitled to apply to the Subcontractor the liquidated damages stipulated in the Particular Conditions.

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

These liquidated damages shall be applied directly to the amounts due to the Subcontractor at that time, with no other requirement than written notice to the Subcontractor. If these amounts are not reached, Eiffage reserves the right to take appropriate action to make up the difference.

In the event of persistent non-compliance, Eiffage 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 budget estimate submitted by the Subcontractor.

**15.1.2. Due to non-compliance with regard to occupational health and safety**

Compliance with the occupational health and safety regulations set forth in Clause 19 of the present General Terms and Conditions, as well as those stipulated in the Particular Conditions, are essential obligations to be complied by the Subcontractor.

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

Non-compliance as regards occupational health and safety shall be classified as minor, serious and very serious:

**(a) Minor breaches of contract**

- Any breach of that set forth in the safety legislation, work instructions or in any safety regulations when this may entail a moderate risk as per in accordance with the occupational risk assessment prepared by Eiffage for the subcontracted activity and which is prepared in accordance with the safety operation plan (the “Safety and Operation Plan” - Piano operativo di sicurezza (*Eiffage* POS)) drafted by Eiffage in accordance with All. XV, section 3.2.1, of Legislative Decree No. 81/2008 as amended from time to time (the “Health and Safety Act”) Health and Safety Act. This assessment will be sent through the agreed method of business activities. The Subcontractor can access it via the e-coordina platform in Spain.
- Improper use of machinery or tools when these pose a moderate risk according to the Eiffage POS.
- Failure to use personal protective equipment or adequate protection in situations of exposure to a moderate risk according to the Eiffage POS.
- Use of non-approved or improperly installed scaffolding.
- Failure to provide information on health and safety aspects, in relation to both its workers as well as its subcontractors.
- Failure by the person responsible for the execution of the company to comply with his obligations as the safety manager.





For each breach of those set out in the present section, Eiffage may:

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

(b) Serious breaches of contract:

- Repetition of any conduct classified as a minor breach of contract.
- Improper use of machinery or tools when these pose a significant risk according to the Eiffage POS.
- Failure to use personal protective equipment or adequate protection in situations of exposure to a significant risk in according to the Eiffage POS.
- Any breach of that set forth in the prevention regulations, work instructions or any safety regulations when this may entail a significant risk according to the Eiffage POS.
- 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 those set out in the present section, Eiffage may:

- Require the Subcontractor to pay liquidated damages in the amount of ten (10%) percent of the price of each Order.
- Require the Subcontractor to verbally or in writing reprimand the worker(s) responsible for the non-compliance and their immediate supervisor.
- Require the Subcontractor to provide additional training in prevention for the worker(s) responsible for the non-compliance and their immediate supervisor.
- Prohibit access to the facilities where the Works and Services to the worker(s) responsible for the non-compliance, notifying this fact to the Subcontractor in writing.

(c) Very serious breaches of contract:

- Repetition of any conduct classified as a serious breach of contract.
- Improper use of machinery or tools when these pose an intolerable risk according to the Eiffage POS.
- Failure to use personal protective equipment or adequate protection in situations of exposure to an intolerable risk in according to the Eiffage POS. The following is specifically included:
  - Carrying out work at height without adequate protection (use of harness and securing system, perimeter railings on roofs, among others).
  - Carrying out work with electrical risk without applying the Five Golden Rules: 1º) Disconnect, visible or effective cut-off, 2º) Interlocking, blocking and signalling, 3º) Verification of absence of voltage, 4º) Ground and short-circuit and 5º) Sign and delimit the working area.
- Any breach of that set forth in the occupational health and safety regulations, work instructions or any safety regulations when this may entail a very serious risk.



For each breach of those set out in the present section, Eiffage may:

- Require the Subcontractor to pay liquidated damages a penalty in the amount of thirty (30%) percent.
- Require the Subcontractor to provide additional training in prevention for the worker(s) responsible for the non-compliance and their immediate supervisor.
- Prohibit access to the facilities where the Works and Services to the worker(s) responsible for the non-compliance, notifying this fact to the Subcontractor in writing.
- To revoke the Subcontractor's approval as an Eiffage Energía Eiffage supplier.

### **15.1.3. Due to non-compliance with regard to the environment and quality**

In the event of delays in the delivery of the technical and legal documentation as regards Quality and Environment of the Works and Services supplied for any grounds not attributable to Eiffage, Eiffage shall be entitled to apply to the Subcontractor the liquidated damages stipulated in the Particular Conditions.

Failing this, a weekly liquidated damages of 1% of the total Order Price shall be applied for each week of delay.

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

Failing this, a weekly liquidated damages of 0.5% of the amount of the total Price of the Order that is affected by non-conformity reports and that have not been answered by the Subcontractor within the term specified in the preceding paragraph shall be applied.

15.2. The liquidated damages contemplated in the present General Terms and Conditions may be reduced in the Order, where appropriate.

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

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

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

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

15.6. Failure to apply one or more penalties does not entail a waiver by Eiffage to apply similar liquidated damages or those arising a posteriori from the same grounds.

Unless otherwise expressly stated in the Order, the payment or application of liquidated damages shall not be the sole remedy of Eiffage 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 may suspend the execution of the Order in its entirety or any part thereof for such time as is specified in said notification.

If the suspension is due to any reasons beyond control of Eiffage (barring Force Majeure), Eiffage shall not be under any obligation to pay the Subcontractor the Price of the Works and Services, nor the costs, fees, charges or any other amount due.

Otherwise, Eiffage shall be under the obligation to pay the Subcontractor:

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

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

The Subcontractor shall be under the obligation to immediately resume the execution of the works, all obligations derivative from the Contract upon notification from Eiffage and under the terms and conditions contained in said notification.

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

### **16.2. Withdrawal**

Eiffage may rescind the Contract at any given moment in whole or in part, at its convenience, without specifying the reason, by means of a written notice to the Subcontractor stipulating the date on which the early rescission is desired to become effective. This ground for rescission shall not entail any further liability for without specifying the reason, by sending a written notice to the Subcontractor stipulating the date on which the early rescission is desired to become effective. This ground for rescission shall not entail any further liability for Eiffage nor shall it entitle the Subcontractor to the payment of any amount as compensation.

In that case, and unless otherwise specifically instructed, the Subcontractor shall immediately stop the execution of the works being carried out and shall provide the necessary and appropriate means to secure the works and shall likewise clean up the site.

Eiffage shall pay the Subcontractor the part of the Works and Services actually performed up to the date on which the early rescission takes place, the demobilisation costs and the expenses reasonably incurred by the Subcontractor due to the said early rescission of the Works and Services and which are accredited 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 grounds specifically set forth in the present General Terms and Conditions and the Contract:

- (a) By mutual agreement of the Parties. In this case, the Parties shall sign a termination agreement that shall regulate the terms and conditions under which said rescission shall take place;
- (b) Breach by the Subcontractor of any of its obligations derivative from the Contract, in the opinion of Eiffage (including, but not limited to, breach of delivery deadlines, qualities, confidentiality etc.);
- (c) When liquidated damages have been imposed on the Subcontractor for an amount equivalent to 10% of the Price;
- (d) When, due to reasons not attributable to Eiffage the Subcontractor suspends, paralyses, does not comply with the continuity or due diligence in the execution thereof, even if these events are due to strikes or conflicts which may or may not exceed the scope of the Subcontractor's company;
- (e) Should Eiffage consider that any conduct, act or omission of the Subcontractor (or of the Subcontractors thereof) may be prejudicial to the interests and/or reputation of Eiffage Energía, or affects any matter regulated in the Ethics and Conduct Code of Eiffage Energía.

The termination shall be notified to the Subcontractor in writing by any means. Upon receipt of the notification of termination issued by Eiffage, the Subcontractor shall immediately stop all work or activity related to the Order or, failing that, shall follow the instructions provided by Eiffage in said notification of termination.

In the event of termination due to the grounds set forth in paragraph (a) above, Eiffage shall only be under the obligation to pay the amounts which would have accrued in favour of the Subcontractor up to the time when the termination takes place as a result of the work carried out. Said liquidated damages, if any, applicable to the Subcontractor shall be subtracted from such amounts.

In the event that the termination takes place due to the grounds set out in sections (b) to (e) above, as well as in the event of any grounds of termination of the Contract for reasons attributable to the Subcontractor, the Subcontractor shall be under the obligation to pay Eiffage, in addition to the liquidated damages which may be imposed thereon, compensation for the losses and damages occasioned as a result of the Subcontractor's non-compliance and the early termination of the Order.

### 17. ENVIRONMENTAL OBLIGATIONS

The Subcontractor undertakes to execute the works taken out under contract pursuant to the Eiffage Quality, Environment, Energy and Health Product management system implemented in accordance with the ISO 9001, ISO 14001, ISO 50001 and ISO 13485 Standards. In particular, the Subcontractor must understand and distribute to its personnel the Eiffage Quality, Environment, Energy and Health Product policy which is 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 set forth in prevailing legislation and regulations on environmental matters and/or



derivative from the application of the Quality, Environment, Energy and Health Product management system, albeit 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 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 that end, the Subcontractor undertakes to comply with the prevailing waste management legislation, making available to Eiffage all documentation as regards this waste management when required. In particular but not limited to, the Subcontractor must take into account the delivery of the following documentation within five working days of the request thereof by Eiffage:

- Request authorisation from Eiffage for the authorised managers and/or carriers with whom it is intended to carry out the waste management
- Waste treatment contract
- Waste identification document
- Shipment notification

With regard to Eiffage internal environmental regulations, the Subcontractor declares that it is familiar with and undertakes to comply with the following documents, which are furnished thereto as **Annexes** to the present General Terms and Conditions:

- **Annex I.-** NM-8 Environmental Standard “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 understand and comply with any other document of a technical or environmental nature which affects the work and/or service contract (technical or environmental requirements or client specifications etc.), as well as any instruction on this matter that same receives from the Project and Site Management or Eiffage, and the compliance thereof may be inspected on site.

Finally, the Subcontractor undertakes to deliver, upon receipt of the order, all applicable documentation in relation to Eiffage 's Quality, Environment and Energy and Health Product management system prior to the conclusion of the provision of its services to Eiffage. Failure to furnish the applicable documentation during the execution of the Works and Services shall give rise to the application of liquidated damages set forth in Clause 15 of the present General Terms and Conditions, or those that, where applicable, are stipulated in the Order.

## **18. QUALITY MANAGEMENT**

The Subcontractor undertakes to execute the works taken out under contract pursuant to the Eiffage Quality management system implemented pursuant to the ISO 9001 Standard. In particular, the Subcontractor must understand and distribute to its personnel the Eiffage Quality policy which is 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 prescribed in prevailing Italian legislation and technical regulations on civil works, construction, industrial safety and installations and qualification of technical personnel applicable to the works contracted and/or derivative from the application of the Quality management system.

The Subcontractor shall be under the obligation to furnish the quality documentation requested by Eiffage during the execution of the Works and Services. This documentation must be approved by Eiffage in order to be considered valid. This documentation may consist of, but not limited to:

- Completion of the inspection point programmes applicable to the contracted Works and Services units.
- Inspection reports/protocols applicable to the contracted Works and Services units.
- Provision of test reports applicable to the contracted Works and Services units.
- Technical-legal reports applicable to the contracted Works and Services units.
- Reply to non-compliance reports sent by Eiffage within the scope of the contracted Works and Services units.
- Calibration/verification/test/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 personnel qualification (by regulated training, by manufacturer or external entity) in the scope of the contracted Works and Services units. Including, but not limited to, these may be:
  - Qualified installers/maintainers within the scope of the different technical regulations for installations.
  - Qualification of welders.
  - Qualification of personnel in the execution of splices and/or electrical terminals. Qualification of personnel for the execution of aluminothermic welding.
  - Qualified applicators of biocides or phytosanitary products.
  - Special mortar applicators.
  - Qualification of workers in low and high voltage works.

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

- Be periodically calibrated/verified/tested/inspected within the limits stipulated by Eiffage for the Works and Services.
- Calibration certificates carried out by non-accredited laboratories must be accompanied by the certificates of the standards used with traceability to accredited calibrated standards.
- Calibration/verification/testing/inspection equipment must be identified in the technical/legal reports, measurement reports, inspection point programmes, inspection reports/protocols etc.
- Eiffage may request the replacement of a piece of equipment with another if it considers that the equipment is not suitable for carrying out measurements or tests.



When the Subcontractor provides Additional Goods and Products within the scope of its Contract, it shall be under the obligation to furnish documentary evidence of compliance with the legislation, national and/or international product standardisation regulations and/or those derivative from the implementation of the Quality, Environmental, Energy and Health Product management system applicable to the goods and services supplied, providing a copy of this documentation to Eiffage.

This documentation, may include, but is not limited to the following:

- Certificates of conformity of the 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 Additional Goods and Products.
- Tests carried out in the plant or factory pursuant to legal regulations and standardisation rules applicable to the Additional Goods and Products.

The Subcontractor, in order to ensure that the terms and conditions under which the works and services contracts are executed are carried out pursuant to the requirements of Eiffage, may be audited at its own facilities. To that end, the Subcontractor authorises the personnel of Eiffage, or a collaborating company designated by the latter, to access its facilities and undertake to furnish the required documentation.

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

## **19. OCCUPATIONAL HEALTH AND SAFETY**

19.1. The Subcontractor is under the obligation to comply with all occupational and Social Security regulations in force at any time, as well as occupational health and safety and occupational risk prevention obligations and, especially, all regulations and instructions that have been and are published by competent authorities, including Legislative 81/2008 (the “**Health and Safety Act**”), Law 300/1970, Legislative Decree 81/2008 (as amended by Legislative Decree n. 106/2009), Law 300/1970 and Legislative Decree n. 151/2001 (the “**Occupational and H&S Regulation**”), being responsible for the implementation thereof, as well as for the consequences that may arise from non-compliance, both with regard to the activity subcontracted with the subcontractor and that which, in turn, may be subcontracted with third parties.

Whenever reference is made in this document to the applicable legal provisions or regulations, this shall be understood to mean all types of rules (laws, regulations, ordinances, collective enterprise bargaining agreements etc.) in force and applicable from time to time, regardless of the body from which same are issued or the hierarchy thereof.

19.2. Likewise, the Subcontractor's workers shall comply with the rules mentioned in the preceding paragraph, and the Subcontractor shall ensure that they do so. Likewise, the Subcontractor's



workers are under the obligation to follow the instructions on this matter given thereto by Eiffage personnel, without this being considered as the establishment of an employment relationship within Eiffage.

In the event of non-compliance, Eiffage shall be entitled to expel the said worker from the site the subject matter of the Order.

19.3. The Subcontractor shall comply with all instructions received from Eiffage, the Project and Site Management and/or the Owner on the matter of occupational and health and safety risk in accordance with Occupational and H&S Regulation (“**Occupational and H&S Risks**”), and in particular as regards the use, handling, risks and protection and prevention measures when its personnel operate machinery, equipment, products, raw materials or tools provided by Eiffage and/or the Owner, being responsible for strict compliance by its personnel with all instructions received in this regard, as well as for all liabilities derivative from the non-compliance thereof.

19.4. Pursuant to the Health and Safety Act, and with particular regard to the performance of the Works object of the Contract, the Subcontractor hereby acknowledges accepts and agrees the following:

- (a) the Owner has appointed:
  - (i) a supervisor for health and safety matters (*responsabile dei lavori*) (the “**Health and Safety Supervisor**”) in accordance with art. 89 paragraph 1 letter c) of the Health and Safety Act; and
  - (ii) a coordinator for health and safety matters in the design phase of the Works (*coordinatore in materia di sicurezza e salute durante la fase di progettazione*, the “Design Phase Health and Safety Coordinator”) and a coordinator for health and safety matters in the construction phase of the Works (*coordinatore in materia di sicurezza e salute durante la fase di esecuzione*, the Construction Phase Health and Safety Coordinator and, together with the Design Phase Health and Safety Coordinator, the “Health and Safety Coordinators” and each of them a “**Health and Safety Coordinator**”).
  - (iii) the health and safety manager (the “**Health and Safety Manager**”) to supervise all matters related to health and safety during the performance of the Works. The Health and Safety Manager shall be in permanent contact with the Health and Safety Coordinators and shall perform his functions in accordance with the Applicable Law;
- (b) before the execution of this Contract, it has received from Eiffage the documents as follows:
  - (i) the health and safety coordination plan (the “**Health and Safety Coordination Plan**” - Piano di sicurezza e coordinamento (PSC) drafted by the Design Phase Health and Safety Coordinator;
  - (ii) the safety operation plan (the “Safety and Operation Plan” - Piano operativo di sicurezza (POS)) drafted by Eiffage in accordance with All. XV, section 3.2.1, of the Health and Safety Act;





- (iii) the combined interference risk assessment report (referred to in Italian as the “DUVRI”) pursuant to Article 26 and 80 of the Health and Safety Act, which is aimed at identifying any risks of interference between activities conducted simultaneously at the workplace, and promote the cooperation and coordination among Eiffage and the other contractors involved at the Site in order to protect the health and safety of workers; and
- (c) it has duly examined the Health and Safety Coordination Plan, the Safety and Operation Plan and the DUVRI, each of them is attached with the Contract.
- (d) before the execution of this Contract has delivered to Eiffage, for itself and any of its Subcontractors:
  - (i) a declaration pursuant to article 47 of Decree of the President of the Republic No. 445 of 28 December 2000 and article 8 of the Health and Safety Act, stating that the Subcontractor (or its relevant subcontractors) holds all the necessary professional requirements and qualifications for the performance of its obligations under this Contract or the relevant subcontract;
  - (ii) the documentation required under article 90, paragraph 9, of the Health and Safety Act;
  - (iii) a list of all the employees that the Subcontractor (and each of its Subcontractors) envisages to devote to the performance of the Works and Services; and
  - (iv) a statement relating to the annual average number of employees (divided by qualification) and to the collective labour agreement applied to the employees executed with main trade union organizations (organizzazioni sindacali comparativamente più rappresentative). The statement shall also give evidence of the filings with INPS (Istituto Nazionale della Previdenza Sociale), INAIL (Istituto Nazionale per l’Assicurazione contro gli Infortuni sul Lavoro) and any other provident institutions;
- (e) before the starting of the Works and Services under this Contract shall draft, and provide Eiffage with, its own safety operation plan (Piano operativo di sicurezza (the “Subcontractor’s Safety Coordination Plan”) which will be attached to this Contract.
- (f) it shall provide each of the Owner, Eiffage and the Health and Safety Supervisor and the Health and Safety Coordinators with any documents and information which may be necessary for the purpose of updating the Health and Safety Coordination Plan, the DUVRI and the Safety and Operation Plan.
- (g) the costs relating to the safety at work (Costi Relativi alla Sicurezza sul Lavoro) are specified in the Contract.
- (h) In case of subcontracts in addition to this Contract, it shall: (a) procure the subcontractors with (I) the Health and Safety Coordination Plan, (II) the Safety and Operation Plan; (II) the DUVRI and Eiffage’s Safety Coordination Plan; (b) verify the professional-technical suitability of the subcontractors in accordance with art. 90, comma 9 of the Health and Safety Act and point no 3 of Annex XVII of the Health and Safety Act;



19.5. In addition to the above, the Subcontractor shall submit the documentation requested by Eiffage in due time and form. From among the documentation as regards Occupational and H&S Risks in the workplace are, including but not limited to, the following:

- Certificate of appointment of the safety manager.
- Medical Clearance
- Medical certificate.
- Authorisation to use machinery and/or work equipment.
- 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 risks in the job position.
- Specific first aid training.
- Second cycle training according to the construction agreement.
- Second cycle training according to metal agreement.
- Training for electrical risk work.
- Training for work at height.
- Forklift work training.
- Lifting platforms work training.
- 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.
- Confined Spaces work training.
- Accident rate report for the last three years.
- REA- Certificate certifying registration in the Register of Accredited Companies.
- RG-SPM-69\_EIFFAGE GROUP: Authorisation-Qualification of Workers.
- Worker designated as Preventive Resource.
- Certificate of Appointment of Occupational Physician Workers' Safety Representative election document (RLS)
- Fire-fighting training

This documentation must be submitted through the E-Coordina platform and shall comply with the labour and preventive obligations derivative from the Law on Prevention of Occupational Risks, specifically those required as regards the Coordination of Business Activities.

Prior to the commencement of the exchange of documentation through the aforementioned platform, the Subcontractor must fill in the “Eiffage Energía-Ecoordina group contract terms and conditions” enclosing thereto proof of payment of the corresponding fee in each case.

19.6. Eiffage shall not accept any claim from the Subcontractor for loss of time due to work interruptions as a result of non-compliance of the Occupational and H&S Risks.

19.7. The Subcontractor shall likewise appoint the person in charge designated at any given moment, responsible for requiring the Subcontractor's workers to comply with the applicable Occupational and H&S Risks regulations, attending when summoned, by himself or by 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 deems appropriate on such matters.

19.8. The individual protective equipment used by the Subcontractor's workers shall comply with the prevailing legislation, and the Subcontractor shall be responsible for the adequate provision and specific use thereof for the work to be carried out by all of its employees.



19.9. The Subcontractor shall install, at its own expense, the collective protective means required for the performance of the work commissioned thereto and shall be responsible for the placement thereof when appropriate, for the maintenance, and for the proper use and conservation thereof by its workers. In this regard, when it is necessary to remove any element of collective protective means due to the needs of undertaking a job, 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 conservation 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 on a monthly basis the accident statistics corresponding to its site personnel, providing the same data as specified in the statistics that the Subcontractor carries out for its own personnel (for example, number of workers, number of hours worked, number of accidents, rates etc.), without prejudice to the documentation required by virtue of Clause 19.4.

19.12. Should Eiffage consider that the training is insufficient or inadequate, it may require new training actions to be carried out prior to the commencement of the work.

19.13. The Subcontractor must have procured a current insurance policy which covers its workers against personal risks (death and injury) with a minimum coverage that corresponds at least to that of the applicable agreement.

## **20. DOCUMENTATION**

Without prejudice to the documentation specified in the different clauses of the present General Terms and Conditions, and that specified in the corresponding Orders, Contracts, Particular Conditions, Framework Contracts, the Subcontractor shall furnish the following documents:

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

- Certificate of registration in the competent Chamber of Commerce, Industry and Handicrafts which enable the Subcontract to carry out the contracted activity and, where applicable, receipt of payment of the corresponding annual fee.
- Documentation attesting the fulfilment of the contribution obligations (i.e. DURC – *Documento Unico di Regolarità Contributiva*), provided that the Subcontractor continues to render its Services or execute the Works, it shall renew and furnish the DURC upon the expiry of 120 days from the date of the first issuance and successive renewals thereof.
- Copy of the Insurance Policies specified in Clause 10 of the present General Terms and Conditions and the corresponding annex thereto, together with the corresponding receipt of being up to date with payment thereof.
- Copy of the Order, Contract, Particular Conditions negotiated between Eiffage and the Subcontractor, duly signed and accepted by the Subcontractor.
- Copy of the Unified Employment Document (*LUL-Libro Unico del Lavoro*);
- Copy of the UNILAV form of the Subcontractor's employees assigned for the performance of the Works and Services. The Subcontractor shall be under the



obligation to immediately notify any registrations/deregistrations of workers carrying out the Works and Services;

- Certified declaration issued by the legal representative of the Subcontractor, attesting of being up to date with the payment of the salaries of the personnel assigned to the work, signed by same, individual specification of the name, surname, professional category, type of employment contract which binds same to the Subcontractor, copy of the salary receipts of said personnel, together with the bank transfer or payment document which certifies the payment of the salaries to each of the workers. Furthermore, Eiffage may request a copy of the employment contract of any of the workers when deemed appropriate;
- A nominal employee list of the Subcontractor's workers who shall carry out the Works and Services, specifying their names, surnames, professional category, National Identity Card (DNI) number, matricola INPS, address and type of employment contract which binds same to the Subcontractor, as well as their seniority; and residence and work permits in Italy or relevant authorisations in the case of the intervention of foreign personnel;
- The POS of the Subcontractor and its subcontractors (if any).

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

- Copy of the Unified Employment Document (*LUL-Libro Unico del Lavoro*);
- Copy of the UNILAV form of the Subcontractor's employees assigned for the performance of the Works and Services. The Subcontractor shall be under the obligation to immediately notify any registrations/deregistrations of workers carrying out the Works and Services;
- A nominal employee list of the Subcontractor's workers who shall carry out the Works and Services;
- Copy of the contracts of the workers who shall render their services in the Works and Services.
- Daily physical and documentary control of the personnel's presence (lists or personnel reports).
- Certified declaration issued by the legal representative of the Subcontractor, attesting of being up to date with the payment of the salaries of the personnel assigned to the work, signed by same, individual specification of the name, surname, professional category, type of employment contract which binds same to the Subcontractor, copy of the salary receipts of said personnel, together with the bank transfer or payment document which certifies the payment of the salaries to each of the workers. Furthermore, Eiffage may request a copy of the employment contract of any of the workers when deemed appropriate;



- Receipts accrediting the renewal or new contracting of the Insurance Policies contemplated in the present General Terms and Conditions or in the corresponding Order, Contract, Particular Conditions or Framework Contract.

The fact that Eiffage does not require this documentation at a specific time does not entail a waiver thereof, nor does it exempt the Subcontractor from its obligation to submit such documentation when required to do so by Eiffage, or to be up to date with all its civil, tax and labour obligations.

## 21. VALIDITY

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

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

## 22. DATA PROTECTION

The Parties, respectively, are the data controllers that is, are the persons determining the purposes and means of the processing of the personal data of the legal representatives, specified ut supra in the heading of the present Contract, as well as all the professional contact information provided, for the required execution of the present Contract.

Likewise, the parties undertake to process said data pursuant to that set forth in Regulation (EU) 2016/679 of 27 April 2016 (which hereinafter shall be referred to as GDPR) and the Italian Legislative Decree no. 196/2003 - as most recently amended by Legislative Decree no. 101/2018 - and any other law on the protection of personal data applicable in Italy, including the resolutions of the Data Protection Officer (the "*Italian Personal Data Protection Code*") , for the purposes of compliance of the obligations the subject matter of the present contract and shall be retained provided that there is a mutual interest to maintain the purpose of the processing and whenever the data is no longer required for said purpose, and shall be erased using the appropriate security measures to ensure the pseudonymisation of the data or the complete destruction thereof. The disclosure of data to any third party whatsoever (barring legal obligation to do so) is not contemplated herein. Furthermore, you are hereby herein advised that you may exercise the rights of access, rectification, portability and erasure of your data and those of limitation and opposition to the processing thereof by writing to:

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

With regard to the data furnished by Eiffage Energía Eiffage which the Subcontractor requires for the effective provision of the services that are the subject matter of the present, the latter shall be considered as a Data Sub Processor and undertakes to process such data, as per the instructions



given by Eiffage Energía Eiffage at any given moment and pursuant to that set forth in the applicable regulations on protection of personal data. In particular, the Subcontractor undertakes not to carry out any other processing of personal data, nor to apply or use the data for any purpose other than the provision of the services the subject matter of the present Contract.

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

### 23. COMPLIANCE

The Subcontractor represents and warrants:

- That it is specifically familiar with and undertakes to act, as per its relationships with Eiffage, pursuant to that set forth in:
  - The Ten (10) Principles of the United Nations Global Compact on human rights, labour, environment and anti-corruption to which Eiffage is ascribed to.
  - The Ethics and Conduct Code and Prevention of Criminal Risks Code published on the Eiffage website <https://www.eiffageenergiasistemas.com/en/persons/values-and-ethics-code/> .
  - **Annex IV** of the present General Terms and Conditions.
- That, if it becomes aware of a breach thereof by Eiffage Energía, the Subcontractor is under the obligation to notify the Compliance Committee of Eiffage as regards the breach through its ethics channel via the email address [canaletico.eie.spain@eiffage.com](mailto:canaletico.eie.spain@eiffage.com).
- Eiffage may carry out however so many audits as the Subcontractor deems appropriate in order to verify compliance with that set forth in the present Clause provided that the latter is given at least FIFTEEN (15) days' prior written notice.

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

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

### 24. CONFIDENTIALITY

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

Confidential Information shall not be deemed to:

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



- d) Is required to be disclosed by law or court order.

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

Each Party undertakes to:

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

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

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

For the use of trademarks, logos or other distinctive signs of Eiffage Energía, the Subcontractor shall be under the obligation to obtain prior written authorisation. In the event that said authorisation is granted, the Subcontractor undertakes to use same for the sole purpose of compliance with the present General Terms and Conditions and, where applicable, with the Order signed, complying with all the instructions and rules as regards said use that are notified by Eiffage Energía. The Subcontractor shall be liable vis-à-vis Eiffage Energía, and any third party for any damages which may derive for one or the other by reason of the non-compliance of the aforementioned undertakings and shall compensate Eiffage for any compensation, liquidated damages or claims that the latter may be required to pay as a consequence of said non-compliance.

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

## 25. INTELLECTUAL AND INDUSTRIAL PROPERTY

All industrial and/or intellectual property rights on developments, designs, applications, drawings and any other type of information and/or documentation, which are required for the execution of the Contract which have been effectively developed by the Subcontractor, shall correspond to the



Subcontractor, with Eiffage possessing an authorisation or licence for the use, maintenance, repair, modification or improvement thereof, which is granted as a perpetual, irrevocable, non-exclusive, *royalty-free* payments and third-party transferable right. Notwithstanding the foregoing, the drawings, technical specifications and designs of the project which are the subject matter of the Contract shall be the property of Eiffage and Eiffage may reproduce same without any limitations whatsoever.

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

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

## 26. EQUALITY

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

To ensure said equality and non-discrimination between men and women, Eiffage collaborates with various social non-governmental organisations and has an equality plan which is applicable to all Eiffage personnel.

*“We believe that equality is one of the core values of our culture and we are firmly committed to same”*, which is why Subcontractors are required to comply with the principles set forth in the current Equality legislation, on effective equality of men and women.

Therefore, the Subcontractor undertakes to strictly comply with the criteria and principles laid down in the current Equality legislation, in the compliance of its obligations. The Eiffage Equality Policy can be consulted at the following link: <https://www.eiffageenergiasistemas.com/en/persons/equality/>

## 27. APPLICABLE LAW AND JURISDICTION

### 27.1. Applicable Law

Unless otherwise stated in the Contract, the legal relationship between the Subcontractor and Eiffage shall be governed by the legislation in force in Italy.

### 27.2. Good Faith Negotiations

In the event of any controversy, claim or dispute between the Parties arising out of or related to the Contract (**Dispute**) within two (2) Business days following the date of delivery of a written request by either Party, (i) each Party shall appoint as its representative a senior officer and (ii) such senior officers shall meet or otherwise directly communicate in order to negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively. The Parties shall conduct such negotiations through their senior managers during a maximum period of thirty (30) days.





### 27.3. Arbitration

Any dispute arising from the Contract, or which relates to it, including any question relating to its existence, validity, interpretation, performance, or termination, shall be subject to the decision of one arbitrator, with the administration of the arbitration to be referred to the International Chamber of Commerce (ICC) in accordance with its rules in force at the date when the request for arbitration is filed. The arbitration shall be in law. The number of arbitrators shall be one (1) and such arbitrator shall be appointed by the ICC in accordance with the rules, the language of the arbitration shall be in English and the place of arbitration shall be Milan.

27.4. The Subcontractor agree that, to the extent that any dispute or matter in question between the Eiffage and its Client arises in connection with the Work performed by the Subcontractor, such Subcontractor may be obliged by such dispute at the Eiffage's sole option, and, if the Subcontractor is obliged by such dispute, the Subcontractor shall be obliged to its acceptance and the dispute shall be resolved in accordance with the dispute resolution procedures set forth in the Eiffage's contract with its Client and not pursuant to the contract with the Subcontractor.



**SUPPLIER APPROVAL:**

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

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

**ANNEX I**

**NM-8 Environmental Standard "Environmental requirements for subcontractors".**



<b>OBJETO</b>	<p>Describir la metodología establecida en Eiffage Energía para definir el control operacional en las actividades contratadas, con el fin de minimizar sus impactos medioambientales.</p> <p>La empresa contratista debe tener en cuenta las medidas preventivas que le apliquen, según su actividad esté relacionadas con obra civil: (Movimiento de tierras, hormigonado, instalaciones de obra, apertura de caminos de servicio, demoliciones, edificación, etc.), o sea de otra naturaleza (instalación eléctrica, climatización, incendios, topografía, vigilancia, etc.).</p> <p>El cumplimiento de estas medidas es obligatorio, aparte de otras más restrictivas que se indiquen para una obra en concreto, y serán objeto de inspección periódica.</p> <p>Alcance: Este documento es de aplicación para Eiffage Energía S.L.U. y todas sus filiales en España.</p>
<b>DESTINATARIOS</b>	<p>Destinatarios:</p> <ul style="list-style-type: none"> <li>• Responsables de área: Directores, Jefes / Técnicos de obra / responsables de contrato, encargados de obra / encargados de contrato.</li> <li>• Subcontratistas de Eiffage Energía y filiales en España</li> </ul>
<b>CRITERIOS DE CONTROL OPERACIONAL</b>	
<b>RUIDOS</b>	<p>Origen:</p> <ul style="list-style-type: none"> <li>-Funcionamiento de maquinaria</li> <li>-Carga y descarga</li> <li>-Excavación</li> <li>-Demolición</li> <li>-Encofrado y desencofrado, etc.</li> <li>-Hormigonado</li> <li>-Montaje Electromecánico</li> </ul> <p>Control:</p> <ul style="list-style-type: none"> <li>-Utilizar maquinaria y equipos que cuenten con el certificado de conformidad CE e Inspecciones Técnicas Reglamentarias (en caso de ser necesario).</li> <li>-En el caso que exista la posibilidad de generar niveles de ruido que puedan causar molestias a la población o a la fauna, se tomarán alguna de las medidas adicionales:             <ul style="list-style-type: none"> <li>▪ Limitación del número de máquinas trabajando simultáneamente.</li> <li>▪ Empleo de silenciadores en maquinaria ruidosa como compresores.</li> <li>▪ Limitación de la velocidad de los vehículos que circulan por la obra.</li> </ul> </li> </ul>



Planificación de horarios. No se realizarán actividades ruidosas de 22:00 a 8:00, con carácter general. (En casos particulares, consultar las ordenanzas de la población en la que se desarrollan los trabajos).

Origen:

- Carga y descarga
- Acopios
- Excavación
- Demolición
- Circulación de vehículos

Control:

- Evitar en la medida de lo posible el levantamiento de polvo en operaciones de excavación, carga y descarga, etc.
- Evitar el apilamiento de materiales finos en zonas desprotegidas del viento.
- Riego del material acopiado cuando se encuentra a granel (arenas, zahorras, etc.)
- Cubrir el material con lonas o plásticos, si es posible.
- Cubrir con lonas la carga de los camiones.
- Interrumpir la actividad en caso de fuertes vientos.
- Riego de los elementos a demoler.
- Riego de caminos.
- Mejora del firme de los caminos, si es necesario.
- Reducción de la velocidad de los vehículos a lo indicado en la señalización de los trabajos, o en caso general, a 20 km/h.

Origen: Emisión de gases de combustión de vehículos y maquinaria

Control:

- Los vehículos que participen en obras deben haber pasado la ITV, así como el mantenimiento que les aplique.
- La maquinaria no sometida a ITV deberá pasar mantenimiento periódico cada año.
- La maquinaria y equipos deberán contar con el certificado de conformidad CE

EIFFAGE ENERGÍA exigirá copia de estos documentos a sus subcontratistas durante la ejecución de los trabajos.



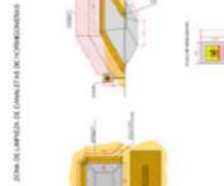
EMISIONES ATMOSFÉRICAS



Origen: Limpieza de canaletas de las cubas de hormigón

Control:

- Se prohíbe el lavado de canaletas fuera de la zona de obras en los lugares habilitados para ello, que estarán siempre alejados de zonas sensibles (vegetación, cauces, etc.). Solo se permitirá la limpieza fuera de la zona de obras cuando esta se realice en la planta elaboradora del hormigón.
- La limpieza de las canaletas será en lugares aprobados por Eiffage Energía, seleccionándose zonas que vayan a verse alteradas por el proyecto: zanjas, zonas a hormigonar, etc.
- Si no es posible, seleccionar una zona y prepararla para el lavado de canaletas (Punto Limpio): preparar una excavación con profundidad suficiente para que las aguas no se extiendan por fuera (de acuerdo al esquema adjunto), se debe poner un plástico, malla (fotografía) o solado de hormigón. Su ubicación se encontrará señalizada. Una vez finalizados los trabajos de hormigonado serán desmanteladas las instalaciones de limpieza que serán gestionados por gestor autorizado.
- En caso de no ser posible la realización de un punto de limpieza in situ en la obra se utilizarán cubetas para su retirada por gestor autorizado



AGUAS RESIDUALES / VERTIDOS

Origen: Vertido por rotura de conducciones o depósitos que interfieran con las obras

Control:

- Previo al inicio de los trabajos se situarán todas las conducciones o depósitos que puedan afectar a las obras mediante la obtención de planos de ayuntamientos, empresas de suministros, información del cliente, etc. Si no se posee esta información deberá ser solicitada a Eiffage Energía.
- Durante los trabajos de excavación, demolición, derribo, etc., se realizará una supervisión constante con personal para evitar la rotura de conducciones.



Origen: •Vertidos de productos químicos (gasoil, gasolina, aceites, etc.) al terreno

Control:

- Está prohibido realizar vertidos al suelo, cauces o red de saneamiento, etc.
- Los elementos de accesorios que utilice la maquinaria de movimiento de tierras (martillo hidráulico, ripper, cazo, etc.) se depositarán en áreas habilitadas mientras no estén en uso protegiendo el terreno con plástico de gramaje adecuado e implementando todas las medidas necesarias para su mantenimiento y sustitución. Estos plásticos al retirarse serán gestionados como residuo peligrosos.
- El trasiego de productos químicos en las obras se realizará con la mayor precaución posible, para evitar cualquier derramamiento, utilizando embudos, elementos absorbentes, plásticos, etc. Si es posible, se realizará en suelo pavimentado. Si se producen fugas los elementos utilizados para evitar el derrame al suelo serán gestionados. Presencia de material absorbente en obra (sepiollita, turba, barreras anticontaminación, etc.).
- El trasiego de productos químicos se realizará con depósitos, garrafas, etc. homologados.
- Comprobar visualmente la ausencia de manchas en el terreno que indiquen fugas, la máquina o vehículo debe ser retirado y sometido a reparación.
- Si se produce una fuga o derrame de aceite, combustible u otra sustancia peligrosa, se deberá recoger bien el suelo contaminado, y utilizar absorbentes para contener el vertido si es una mancha considerable. Este suelo contaminado y medios de contención utilizados deberá ser gestionado por empresa de gestión de residuos peligrosos autorizada. Se pondrá en conocimiento del personal de EIFFAGE Energía inmediatamente.



Origen: Depósitos de combustibles y productos químicos. Grupos electrógenos

Control:

- Todos los depósitos de combustibles o productos químicos deberán cumplir con las exigencias legales que le sean de aplicación (condiciones de almacenamiento y manipulación, protección de la radiación solar, medidas de seguridad, legalización, etiquetado, homologación, etc.)
- El almacenamiento debe realizarse bajo condiciones que eviten cualquier tipo de contaminación al suelo. Por ello se situarán sobre cubetos impermeables, resistentes al producto que contiene (realizado en hormigón, chapa, prefabricado de plástico o metal, etc.) con sistema de recogida de efluentes, preferiblemente bajo cubierto. El cubeto debe retener al menos el 110 % del volumen del depósito más grande en el albergado.
- Todos los depósitos, bidones, garrafas, jerricanes, etc., estarán convenientemente identificados y las áreas de almacenamiento señalizadas. Solo se utilizarán depósitos y garrafas o jerricanes homologados.
- En la realización de los trabajos, deberán estar presentes las fichas de seguridad de las sustancias químicas que se manipulen y que son susceptibles de producir emergencias ambientales.
- En caso de que por el pequeño volumen almacenado se utilizarán plásticos en la base para el almacenamiento. Si se producen fugas, el plástico se debe gestionar como residuo peligroso.



- Ubicar los equipos electrónicos, motores, equipos eléctricos o de explosión en una zona rodeada de una franja de seguridad ante derrames. Disponerlos en cubetos de retención, sobre bandejas antigoteo o con cualquier medida que evite la contaminación del suelo en caso de fugas o derrames de aceites o combustibles.



**RESIDUOS**

Los residuos que se generen en los trabajos estarán en todo momento identificados y se dispondrán de carteles tanto en los puntos de acopio como en los contenedores de los mismos.

Queda prohibido quemar cualquier tipo de residuos en la obra.

Queda prohibido abandonar, verter o depositar incontroladamente cualquier tipo de residuo.

Los impactos provocados por la generación de todo tipo de residuos deben minimizarse:

- Intentando reducir su generación cuando sea factible o reutilizar en la propia obra.
- Facilitando su reciclado mediante la recogida selectiva.
- Utilizando para la gestión final, SIEMPRE TRANSPORTISTAS Y GESTORES DE RESIDUOS AUTORIZADOS, DE LOS QUE SE FACILITARÁ COPIA DE LAS AUTORIZACIONES A EIFFAGE ENERGÍA, PARA COMPROBAR LA ADECUACIÓN DE RESIDUOS Y OPERACIONES DE TRATAMIENTO, Y CON ELLO SU APROBACIÓN.

El subcontratista aportará mensualmente los documentos de identificación acreditativos de la correcta gestión de todos los residuos originados en la obra.

**RESIDUOS URBANOS Y ASIMILABLES**

Papel, cartón, plásticos, madera, metales, restos de comida, restos vegetales de desbroce, vidrio, etc.

- Separación como residuo No peligroso y entrega a transportista o gestor autorizado.

- Se exigirá la recogida selectiva de ciertos residuos.

- Está prohibido quemar residuos, incluyendo los restos de corta, poda y desbroce.



**RESIDUOS DE CONSTRUCCIÓN Y DEMOLICIÓN O INERTES**

Escombros, tejas, ladrillos, Restos de hormigón (secos), incluyendo los del punto limpio de hormigón, material sobrante de excavación (tierra, piedras), tierra vegetal.

- Reducción de la generación mediante adecuado replanteo, evitar sobreexcavaciones.
- Planificar si es posible reutilizar en la propia obra. Uso para relleno de parcelas o canteras (con autorización).
- Separación como residuo inerte y entrega a gestor, planta de reciclaje de RCD's o depósito en vertedero controlado.

**RESIDUOS PELIGROSOS**

Aceites, disolventes, pinturas, resinas, sprays topográficos, grasas lubricantes, son sustancias químicas peligrosas. También lo son cualquier producto que lleve alguno de los siguientes pictogramas:



Estos productos, y los envases que los hayan contenido, son Residuos Peligrosos.

Los envases se separan según sean plásticos, metálicos o aerosoles.

Filtros de aceite o de combustible del mantenimiento de maquinaria.

Absorbentes, trapos y tierras contaminadas (por el vertido de aceite, combustible o de un producto de los anteriores).

**GESTIÓN**

- Separación como residuo peligroso y entrega a gestor autorizado.
- Mantenerlos en condiciones adecuadas de orden y limpieza hasta el momento de la entrega.
- No mezclar nunca con residuos no peligrosos o inertes, o con otros residuos peligrosos.

Si la subcontrata no tiene un gestor habitual, consultar al Jefe de Obra / Encargado de Contrato para ponerse en contacto con el Departamento de Calidad y Medio Ambiente de Eiffage Energía.





**ALMACENAJE DE TIERRA VEGETAL**

- Retirada previa de tierra vegetal, si existe. (antes de compactarla con tránsito de vehículos)
- Conservación en las mejores condiciones posibles:
  - Fuera de cauces o zonas de encharcamiento.
  - Libres de inertes, vertidos de hormigón.
  - Caballones de Altura < 2 metros (para evitar que se compacte).
- Reutilización de la tierra vegetal para regenerar la zona afectada por la apertura de caminos de servicio o en cualquier otro punto de la obra.

**ELIMINACIÓN DE CUBIERTA VEGETAL Y TALA DE ESPECIES ARBÓREAS**

- Esta operación puede requerir autorización previa de la administración.
- Planificar y ejecutar conforme a los requisitos de la autorización, cuando se tenga.
- Adopción de medidas contra la erosión.
- Identificación y protección o trasplante de los ejemplares más valiosos.

**AFECCIÓN A LA FLORA Y A LA FAUNA. OCUPACIÓN DE SUELO**

- Planificar las zonas de acopio, seleccionando puntos poco sensibles sin especial valor utilizando la menor superficie posible. Se instalarán fuera de vías pecuarias o pasos de ganado.
- Jalonar si es necesario. (para evitar afectar a cierta vegetación o delimitar exactamente la zona).
- Intentar utilizar siempre que se pueda los caminos existentes.
- Cuando sea imprescindible abrir caminos, ubicarlos en las áreas en las que el impacto sea menor.
- Realizar adecuadamente el balizamiento de la superficie de ocupación estricta tanto de la obra, como de las instalaciones auxiliares.
- Restringir la circulación de la maquinaria y personal a los caminos y zonas balizadas. Se dispondrá de señales de salida de camiones

**AFECCIÓN AL MEDIO NATURAL**



<p><b>INCENDIOS FORESTALES (ÉPOCA DE RIESGO)</b></p>	<p><b>MODIFICACIÓN DEL PAISAJE</b></p> <ul style="list-style-type: none"> <li>- Tener en cuenta si existen condicionantes del proyecto, Declaración de Impacto Ambiental (DIA), etc. para la restauración de la zona afectada una vez terminada la obra.</li> <li>- Se dispondrá de la información pertinente en cuanto a las épocas de riesgo de incendios y los estados de advertencia de dicho riesgo emitidos por el órgano ambiental correspondiente de cada comunidad autónoma. Se dispondrá, siempre que sea necesario, de la comunicación de actividades de riesgo en época de riesgo de incendio forestal a la Comunidad Autónoma donde se realicen los trabajos.</li> <li>- Las labores de excavación, desbroce, tala, poda, utilización de soldadura, grupos electrogénos, radiales, etc., serán realizadas disponiendo in situ de los medios de extinción y dispositivos de extinción adecuados.</li> <li>- Se evitará el corte de metales en zonas próximas a depósitos de combustible.</li> <li>- En el corte de metales con autógena o radial, o dispositivos análogos, se deberá humedecer la zona de influencia si la vegetación está seca (siempre que esté permitido por las autorizaciones administrativas o normativa en vigor pertinentes), debiendo disponer de los medios adecuados de extinción in situ.</li> <li>- Los equipos de soldadura, grupos electrogénos, motores, etc., se situarán en una zona de suelo mineral rodeado de una franja de seguridad sin vegetación.</li> <li>- Se dispondrá de extintores o elementos de extinción próximos a las áreas de trabajo, revisados conforme a la legislación vigente por una empresa autorizada, de acuerdo a las indicaciones recogidas en la autorización administrativas correspondientes del órgano ambiental.</li> <li>- No se permite la realización de fuegos en la obra salvo que se cuente con autorización por parte del órgano ambiental correspondiente.</li> </ul> <p><b>PERMISOS</b></p> <ul style="list-style-type: none"> <li>- Cuando el contratista deba solicitar un permiso para ejercer su actividad (ocupación de aceras, apertura de zanja, colocación de contenedor, permiso de tala y poda, etc.), y, según se haya pactado en concreto para la obra, esa tarea no recaiga expresamente en EIFFAGE ENERGÍA, será obligación del contratista conseguir esa autorización, y proporcionar copia al Jefe de Obra / Encargado de Contrato o al encargado de EIFFAGE ENERGÍA.</li> </ul> <p><b>OCUPACIÓN DE ACERAS</b></p> <ul style="list-style-type: none"> <li>- Planificar la ocupación de aceras de acuerdo con la autorización pertinente, minimizando la duración de la ocupación y estableciendo caminos alternativos seguros para las personas.</li> <li>- Señalizar, vallar e iluminar (en su caso) las zonas ocupadas.</li> <li>- Proteger las especies vegetales que puedan verse afectadas.</li> </ul> <p><b>CONSUMO DE AGUA</b></p> <ul style="list-style-type: none"> <li>- Toma de la red de abastecimiento de agua potable, si es posible, con los permisos necesarios.</li> <li>- Transporte de agua a obra con camión-cisterna. En este caso, se deberá justificar cuál es el origen del agua al Jefe de Obra / Encargado de Contrato de EIFFAGE ENERGÍA con las autorizaciones de extracción correspondiente.</li> </ul>
	<p><b>OTROS</b></p>



<b>RESPONSABILIDADES</b>	<p><b>PATRIMONIO</b></p> <ul style="list-style-type: none"> <li>- Notificar inmediatamente al responsable de obra de Eiffage Energía el descubrimiento de bienes de valor geológico, arqueológico, histórico o monetario, durante las obras.</li> </ul> <p><b>MATERIAL DISPONIBLE EN LAS INSTALACIONES</b></p> <ul style="list-style-type: none"> <li>- Se dispondrá de elementos de contención y recuperación para evitar posibles derrames que se pudieran producir. Se dispondrá en obra de material absorbente (sepiolita, tierras de diatomeas, turba, etc.), para casos de goteos por sobrellenado, o repostaje, derrames accidentales, u otras situaciones no previstas.</li> </ul>
<b>REGISTROS</b>	<ul style="list-style-type: none"> <li>- El contratista asumirá como propios los costes derivados de los requisitos ambientales durante la ejecución de los trabajos.</li> <li>- Prevenir la producción de residuos y priorizar la reutilización y reciclado sobre la entrega a vertedero.</li> <li>- Minimizar el consumo de recursos naturales y materias primas.</li> <li>- Mantener limpias las instalaciones, no arrojar desperdicios al entorno y evitar el desorden en las zonas de trabajo durante la ejecución de los trabajos. Al finalizar los trabajos se procederá a retirar todos los residuos, materiales, etc., dejando las áreas de trabajo limpias y en el estado inicial, así como todos los residuos gestionados en un plazo no superior a siete (7) días.</li> <li>- En obras con plan de gestión de residuos, los subcontratistas se adherirán a este.</li> <li>- Los subcontratistas realizar inducción/formación ambiental a sus trabajadores en las obras donde se les requiera, entregando evidencia de ello a los responsables de obra de Eiffage Energía</li> </ul> <p><b>REGISTROS</b></p> <ul style="list-style-type: none"> <li>- Vehículos y maquinaria: Informes de Inspección Técnica de Vehículos (ITV), justificantes del mantenimiento realizado, certificados de marcado CE de la maquinaria.</li> <li>- Gestión de residuos: Autorizaciones de gestores / transportistas de residuos, contratos de tratamiento, documentos de identificación, notificaciones de traslado, facturas de servicio de contenedores.</li> <li>- Permisos y autorizaciones solicitados.</li> <li>- Certificados de depósitos de combustibles, mantenimiento de medios contraincendios.</li> </ul>



**ANNEX II**

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

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



<b>CONTRACTED GOODS/SERVICES</b>	<b>DOCUMENTATION TO BE PROVIDED BY SUBCONTRACTOR/SUBCONTRACTOR</b>	<b>COMMENTS</b>
PURCHASE OF VEHICLES / INDUSTRIAL VEHICLES / TRUCKS	<ul style="list-style-type: none"> <li>• Technical specifications of the vehicle / truck specifying compliance with emissions regulations.</li> </ul>	Ensure that the vehicles purchased comply with the vehicle emissions regulations in force upon the signing of the contract
VEHICLES AND MACHINERY RENTING / LEASING	<ul style="list-style-type: none"> <li>• Technical specifications of the vehicle / truck specifying compliance with emissions regulations.</li> <li>• Provision of a list of authorised workshops for vehicle maintenance, which must comply with hazardous waste management regulations.</li> </ul>	<p>Ensure that the leasing/renting vehicles comply with the vehicle emissions regulations in force upon signing of the contract.</p> <p>Ensure that workshops used for the maintenance of leased/renting vehicles comply with hazardous waste management regulations</p>
UNDERTAKING OF HYDRAULIC TESTS OR WASHING (WASTEWATER DISCHARGE)	<ul style="list-style-type: none"> <li>• Municipal discharge connection licence, for discharges into the municipal sewage system.</li> <li>• Discharge authorisation from the Hydrographic Confederation, for discharges into a public watercourse.</li> <li>• Documentation requested for the "Waste Management by the Supplier / Contractor by third parties" section.</li> </ul>	Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.
INSTALLATION OF TOILETS ON SITE OR REMOVAL OF SLUDGE FROM SEPTIC TANKS	<ul style="list-style-type: none"> <li>• Authorisation for the management of sludge from septic tanks or portable sanitary toilets by the Autonomous Community where the work is being carried out.</li> <li>• Copy of the delivery notes of entry into the management facility of the sludge removed (WWTP or authorised management company).</li> <li>• In the case of management by an authorised waste management company, a copy of their authorisation from the authorised waste manager.</li> </ul>	Ensure that the authorisation for the waste management which are to be undertaken by the Autonomous Community where the work or service is being carried out, has been obtained.
HYGIENIC SANITARY MAINTENANCE FOR THE PREVENTION OF LEGIONELLOSIS (whether contracted directly by Eiffage or subcontracted by Eiffage to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Registration in the Register of Installation and Maintenance Companies authorised by the Autonomous Community.</li> <li>• Training approved by the Ministry of Health of the operators who carry out the service.</li> <li>• Hygiene and sanitary maintenance reports of the contracted installations according to the regulatory periodicity.</li> </ul>	Autonomous Community where the company's head office is located
REGULATORY MAINTENANCE OF HIGH VOLTAGE INSTALLATIONS (whether contracted directly by Eiffage or subcontracted by Eiffage to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation for High Voltage Installation and Maintenance Company.</li> <li>• Maintenance reports for the contracted fire protection installations according to statutory periodicity.</li> </ul>	Autonomous Community where the company's head office is located
REGULATORY MAINTENANCE OF FIRE EXTINGUISHING SYSTEMS (whether contracted directly by Eiffage or subcontracted by Eiffage to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation as a Fire Protection Equipment Installation / Maintenance Company.</li> <li>• Maintenance reports for the contracted fire protection installations according to statutory periodicity.</li> </ul>	Autonomous Community where the company's head office is located
CLIMATE CONTROL EQUIPMENT MAINTENANCE (whether contracted directly by Eiffage or subcontracted by Eiffage to another company or in leased offices / warehouses)	<ul style="list-style-type: none"> <li>• Authorisation as a Thermal Installations Installers and Maintainers Company.</li> <li>• Authorisation as Refrigeration Installations Installers and Maintainers Company.</li> <li>• Authorisation for the handling of fluorinated greenhouse gases for both the contracted company and the personnel who shall be dedicated to the work or service contracted by Eiffage Energia.</li> <li>• Maintenance reports for the contracted thermal installations according to statutory periodicity.</li> </ul>	Autonomous Community where the company's head office is located



<p><b>LIFTING EQUIPMENT MAINTENANCE (LIFTS, OVERHEAD CRANES ETC.)</b></p> <p>(whether contracted directly by Eiffage or subcontracted by Eiffage to another company or in leased offices / warehouses)</p>	<ul style="list-style-type: none"> <li>• Authorisation as a Lifting Equipment Installers and Maintainers Company</li> <li>• Maintenance reports for the contracted lifting equipment according to statutory periodicity.</li> </ul>	<p>Autonomous Community where the company's head office is located</p>
<p><b>CONTRACTED GOODS/SERVICES</b></p>	<p><b>DOCUMENTATION TO BE PROVIDED BY SUBCONTRACTOR/SUBCONTRACTOR</b></p>	<p><b>COMMENTS</b></p>
<p><b>PURCHASE OF MACHINERY AND EQUIPMENT (INCLUDING MEASURING EQUIPMENT)</b></p>	<ul style="list-style-type: none"> <li>• Certificates of Conformity (CE marking certificate)</li> <li>• Use and operating instructions Manual.</li> <li>• Equipment Calibration certificates record (recommended in ENAC accredited laboratory and/or international standards) (*)</li> </ul>	<p>(*) For measuring equipment, if not purchased from the manufacturer with the calibration certificate, forward to the quality and environment department for internal or external calibration as appropriate, prior to delivery to the works/service department.</p>
<p><b>LEASING OF MACHINERY AND EQUIPMENT</b></p> <p>(including the contracting of companies for the leasing of equipment or the carrying out of electrical, topographical, mechanical tests and measurements etc.)</p>	<p>Copies of the Equipment and Machinery Maintenance Records.</p> <ul style="list-style-type: none"> <li>• Technical Inspection of Vehicles (TIV) and certificates of conformity (CE marking certificate) where applicable.</li> <li>• Maintenance waste management documentation [See corresponding section], where applicable.</li> <li>• Copies of the Measuring Equipment Calibration Records (recommended in ENAC-accredited laboratories) (*)</li> </ul>	<p>(*) Current calibration for a maximum period of 3 years prior to the date of leasing or contracting of tests</p>
<p><b>CONCRETE SUPPLY</b></p> <p>(whether contracted directly by Eiffage or subcontracted by Eiffage to another company)</p>	<ul style="list-style-type: none"> <li>• Certificate of conformity (CE marking) of the following concrete components: <ul style="list-style-type: none"> <li>○ Aggregate (both coarse and fine)</li> <li>○ Cement</li> <li>○ Additive</li> </ul> </li> <li>• Delivery certificate of the concrete on site.</li> <li>• Accreditation of compliance with the On-site Concrete Production Control as per RD 163/2019, by means of one of the following documents: <ul style="list-style-type: none"> <li>○ <b>Certificate of inspection by Authorised Control Body</b> to the concrete plant (<b>mandatory from 1 April 2021</b>, unless the plant has an accredited quality seal or mark)</li> <li>○ If it has a recognised quality label or accredited mark, <b>a copy of the valid certificate of the quality label (*)</b></li> </ul> </li> <li>• Dosage certificates for the type(s) of concrete to be supplied</li> <li>• Preliminary tests of the type(s) of concrete to be supplied according to the dosage certificate</li> </ul>	<p>(*)</p> <p>- Certificate of the <b>UNE-EN ISO 9001</b> Quality Management System, issued by a <a href="#">certification body accredited by ENAC</a> which includes the manufacturing plant from which the concrete is supplied</p> <p>- Officially recognised quality marks (DOR) by the <a href="#">Ministry of Public Works</a>:</p> <ul style="list-style-type: none"> <li>• <a href="#">AENOR N Mark for concrete</a></li> <li>• <a href="#">A+ LGAI Mark for concrete</a></li> <li>• <a href="#">AW Mark or concrete</a></li> <li>• <a href="#">BVC Mark for concrete</a></li> </ul>
<p><b>HOT BITUMINOUS MIXTURE (HBM) SUPPLY</b></p> <p>(whether contracted directly by Eiffage or subcontracted by Eiffage to another company)</p>	<ul style="list-style-type: none"> <li>• Certificate of conformity (CE marking) of the hot bituminous mixture (HBC).</li> <li>• Delivery note of the bituminous mixture on site.</li> </ul>	
<p><b>WATER SUPPLY</b></p> <p>(whether contracted directly by Eiffage or subcontracted by Eiffage to another company)</p>	<ul style="list-style-type: none"> <li>• Authorisation from the owner (town hall, irrigation community, etc.) of the water supply point. For local councils, application by means of a water supply notice.</li> <li>• Authorisation, where applicable, from the Hydrographic Confederation or Water Agency corresponding to the water supply point.</li> </ul>	
<p><b>MATERIALS TESTING LABORATORIES</b></p>	<ul style="list-style-type: none"> <li>• Authorisation from the Autonomous Community as a test laboratory for the quality control of building construction based on the requirements prescribed in Royal Decree 410/2010.</li> <li>• Where applicable, ENAC accreditation as a test laboratory.</li> <li>• Furnishing of materials test reports prior to the execution of the work units where the tested materials are used.</li> </ul>	<p>Ensure that the authorisation for the materials tests to be carried out in the work or service, has been obtained.</p>



<b>CALIBRATION LABORATORIES</b>	<ul style="list-style-type: none"> <li>• ENAC Accreditation as a UNE EN ISO 17025 calibration laboratory (**)</li> <li>• Calibrations with traceability to ENAC and/or ILAC international accredited standards (copy of the calibration certificates of the standards used in the calibration).</li> </ul>	(**) There are accredited test laboratories in one or several areas accredited by ENAC. If the area in which the calibration is required is not accredited by ENAC, calibrations with traceability to standards calibrated in ENAC laboratories would be requested.
<b>ELECTRICAL CABLE TESTING LABORATORY</b>	<ul style="list-style-type: none"> <li>• Authorisation from the Electricity Company to carry out underground low and high voltage cable testing.</li> <li>• Calibrations of equipment with traceability to ENAC and/or ILAC international accredited standards.</li> </ul>	

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



ANNEX III

DATA SUB PROCESSOR CONTRACT  
PERSONAL DATA SUB PROCESSOR CONTRACT SIGNED BETWEEN EIFFAGE ITALY S.R.L. AND  
[...]

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

**BY AND BETWEEN**

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

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

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

**RECITALS**

- I. Whereas the Data Processor renders to [Eiffage, S.L. client name] (which hereinafter shall be referred to as the “**Data Controller**”), [specify a summary of the purpose and scope of the work] (which hereinafter shall be referred as the “**Services**”), for which the processing of personal data is required.
- II. Whereas the Data Processor and Data Controller have, accordingly, signed the corresponding Data Processor Contract (which hereinafter shall be referred to as “**DPC**”), pursuant to that set forth in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and freedom of movement of such data (which hereinafter shall be referred to as “**GDPR**”).
- III. Whereas the Data Processor and Data Controller have agreed that the Data Processor, with prior authorisation, may subcontract the Services.
- IV. Whereas the Data Processor has subcontracted the provision of the Services to the Data Sub Processor.
- V. Whereas, both Parties mutually recognise one another’s each other's sufficient legal standing to enter into contracts and to be bound thereto, and, in particular, to enter into the present DSPC, and to undertake same pursuant to the following,

**CLAUSES**

**1. SUBJECT MATTER**

The purpose of the present DSPC is as follows:

- 1.1. To authorise and enable the Sub Data Processor to treat the personal data necessary to render the Services on behalf of the Data Processor.
- 1.2. To establish the duty of confidentiality that, by reason of the provision of the Services, the Sub Data Processor must maintain with regard to the personal data to which same has access.





1.3. To regulate the relationship between the Data Sub Processor and the Data Processor under the terms required by the GDPR and by the Italian Legislative Decree no. 196/2003 - as most recently amended by Legislative Decree no. 101/2018 - and any other law on the protection of personal data applicable in Italy, including the resolutions of the Data Protection Officer (the "*Italian Personal Data Protection Code*").

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

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

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

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

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

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

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

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

**3.1.** Only treat the personal data subject to this Contract in compliance with the principles required by data protection legislation, solely and exclusively, as per the specific instructions received from the Data Processor pursuant to the present DSPC, nor applying or using said data for purposes other than those that the Parties may agree in writing or for its own purposes.

**3.2.** The non-assignment of data to any third party whatsoever, unless with the express authorisation of the Data Processor, in the cases admissible in law.

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

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

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

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



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

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

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

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

If it were necessary to subcontract any processing, this fact must be notified beforehand and in writing to the data processor, specifying the processing which are intended to be subcontracted and clearly and unequivocally identifying the subcontractor company and contact information thereof.

The subcontractor, who shall likewise have the status of Data Sub Processor, is similarly under the obligation to comply with the obligations stipulated herein for the Data Sub Processor and the instructions handed down by the data processor.

It shall correspond to the initial Data Sub Processor to regulate the new relationship so that the new Data Sub Processor is subject to the same terms and conditions (instructions, obligations, security measures ...) and with the same formal requirements therein as the data processor in relation to the appropriate processing of data personal rights and the guarantee of the rights of the data subjects concerned. In the event of non-compliance by the new Data Sub Processor, the Data Sub Processor shall remain to be held fully accountable to the company insofar as compliance with the obligations is concerned.

**3.5.** Maintain the duty of secrecy as regards the personal data to which access has been authorised pursuant to the present Contract, including following the conclusion of the purpose thereof.

**3.6.** Ensure that the persons authorised to process personal data hereby expressly undertake and in writing, to comply with the confidentiality and the corresponding security measures, of which same must be advised accordingly and make available to the Data Processor the documentation accrediting compliance with said obligation.

**3.7.** Ensure the required training as regards the protection of personal data of the persons authorised to process personal data.

**3.8.** Assist the Data Processor and Data Controller in the response to the exercise of the rights of:

- Access, rectification, erasure and opposition.
- Limitation of processing.
- Data portability.
- Not to be the subject of automated individualised decisions (including the drawing up of profiles).

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



### **3.9. Right to information**

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

### **3.10. Notification of data security breaches**

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

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

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

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

**3.11.** To provide support to the Data Controller and Data Processor in carrying out the impact assessment as regards data protection, when appropriate.

**3.12.** To provide support to the Data Controller and Data Processor in carrying out the prior consultations with the supervisory authority, when appropriate.

**3.13.** To make available to the Data Controller and Data Processor all the information necessary to demonstrate compliance with the obligations thereof, as well as for the undertaking of audits or inspections carried out by the Data Controllers, the Data Processor or by another auditor authorised by same.

**3.14.** Sign the certificate of guarantee of compliance with the GDPR and the Italian Personal Data Protection Code which is enclosed hereto at the end of the present Contract.

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

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

### **3.15. Destination of the data**

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

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



#### 4.OBLIGATIONS OF THE DATA PROCESSOR

4.1 It is the obligation of the Data Processor to ensure that the Data Sub Processor meets the necessary guarantees for compliance of that set forth in the personal data protection legislation for which purpose the Data Processor shall be entitled to carry out, at its own expense, an audit to verify this fact as well as compliance with the security measures and implementation thereof, at the time the latter it deems appropriate, provided that at least seven (7) calendar days' notice is given prior to the date set for said audit.

4.2 The Data Processor undertakes to make available to the Data Sub Processor only the personal data which are strictly necessary for the provision of the Services and which are stipulated in Clause 2 of the present Contract.

4.3 The Data Processor undertakes to carry out the appropriate prior consultations with the competent Supervisory Authority.

4.4 The Data Processor shall ensure, prior to and throughout the processing, that the Data Sub Processor complies with the GDPR and the Italian Personal Data Protection Code.

#### 5.DURATION

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

#### 6.LIABILITY

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

6.2 The Data Processor shall be exempt from liability vis-à-vis any third party (including data subjects) by virtue of that set forth in the preceding paragraph, if it is demonstrated that same is in no way liable for the event which occasioned the losses and damages.

6.3 Where the Data Processor and the Data Sub Processor have participated in the same processing operation and are, pursuant to the preceding paragraphs, liable for any losses or damages occasioned due to said processing, each shall be held liable for all losses and damages, both vis-à-vis each other and to any third party (including data subjects) in order to ensure effective compensation to the data subject. Where the Data Processor or the Data Sub Processor has paid compensation in its entirety for the damage occasioned, they shall be entitled to claim from the other the part of the compensation corresponding to their share of liability for the losses and damages occasioned, pursuant to the conditions set out in the first paragraph.

6.4 Legal proceedings by data subjects against the Data Processor or Data Sub Processor in exercise of the right to compensation shall be brought before the competent courts pursuant to the law of the Member State to which reference is made in Article 79(2) of the GDPR.

6.5 In the internal relationship between the Parties, the Parties agree to indemnify and hold the other Party harmless for any losses and damages (including losses, liabilities, fines and liquidated damages), which the non-infringing Party may sustain as a result of the infringing Party's breach.

6.6 The Parties state that the inclusion of the above restriction is appropriate and reasonable in view of the nature of the Services taken as a whole and from the perspective of the economic interests pursued by the Parties.



6.7 In the case of expenses derivative from the intervention of barristers, experts, solicitors etc. the fees thereof shall be those determined pursuant to the Guiding Criteria of the respective Official Associations.

6.8 If, as a result of a breach by the Data Sub Processor or the personnel thereof of the legal obligations thereof, an administrative sanctions procedure (or any other type of procedure in this area) is initiated against the Data Controller, the following procedure shall be followed:

- a) The Data Processor shall forward to the Data Sub Processor, as soon as it becomes aware of the fact (and in any event within the first quarter of the statutory period granted for allegations and/or response), the notification received from the administrative authority (the "Notification").
- b) The Notification shall be accompanied by any other information and supporting documentation that the Data Controller or the Data Processor deems appropriate, without prejudice to any additional documentation that the Data Sub Processor may request.
- c) The parties hereby undertake to act diligently and in good faith, jointly exercising the defence which both deem most appropriate.

## 7. EARLY RESCISSION/TERMINATION

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

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

## 8. DATA PROTECTION

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

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



## **9. MISCELLANEOUS**

### **a) Independent Parties**

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

### **b) Entire agreement. Severability**

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

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

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

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

### **e) Assignment**

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

### **f) Amendment**

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

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

### **g) Confidentiality**

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

### **h) Headings**

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



**i) Legislation and Jurisdiction**

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

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

**On behalf of the Data Processor**

**On behalf of the Data Sub Processor**

\_\_\_\_\_  
Sgd.: Mr. [...]

\_\_\_\_\_  
Sgd.: Mr./Mrs. [...]



**Certificate of guarantee of compliance with the GDPR and Italian Personal Data Protection Code**

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

**HEREBY CERTIFIES**

That pursuant to that that set forth in Regulation (EU) 2016/679 of 27 April 2016 (GDPR) and Italian Legislative Decree no. 196/2003 - as most recently amended by Legislative Decree no. 101/2018 - and any other law on the protection of personal data applicable in Italy, including the resolutions of the Data Protection Officer (the "*Italian Personal Data Protection Code*"), the Data Sub Processor is complying with all the provisions of the regulations for the processing of personal data, and demonstrably with the principles specified in Article 5 of the GDPR, whereby same are processed in a lawful, fair and transparent manner in relation to the data subject and in a manner that is adequate, relevant and limited to what is necessary in relation to the purposes for which same are processed.

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

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

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

In [•], as at xx xxxx 202x

Signed:





**ANNEX IV  
COMPLIANCE**

**1. ETHICAL AND CONDUCT COMMITMENTS**

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

- Comply with all applicable legislation and/or regulations at state, regional, provincial or local level, pursuant to the territorial scope of the provision of the activity.
- Reject any conduct, practice or form of corruption, stating that there is awareness and an internal policy of zero tolerance with this type of practice and expressly prohibits any action of this nature.
- Comply with anti-corruption and Prevention of Money Laundering and Terrorist Financing regulations.
- Be up to date with the payment of its tax and labour obligations.
- Comply with regulations on occupational health, safety and hygiene, expressly undertaking to have mechanisms in place to prevent any situation of physical or psychological harassment, aggression or any other situation of harassment which may entail the violation of human rights.
- Maintain a working environment which respects the dignity of all people and prevents any type of conduct that violates the fundamental rights protected by the Italian Constitution and the general legal system.
- Comply with the requirements prescribed by means of regulations, covenants, agreements or individual contracts in relation to salary obligations, working hours, rest periods, freedom of access and termination of the employment relationship at the worker's request, the right to freedom of association, as well as any other right which protects workers.
- The non-use of child labour in any activity related to the subject matter from which it derives its status as a subcontractor, being expressly committed to compliance with the regulations laid down by the International Labour Organisation in this regard.
- Respect for the environment in the undertaking of the activity rendered.
- Verification that the services the subject matter of the rendered activity comply with the quality and safety criteria required by law, as well as with the standards requested by Eiffage Energía.
- In order to comply with the activities which are the subject matter of the assumed rendering, the Subcontractor may not make use of fraudulent, irregular, illicit means, or means which may entail a sanction for itself, or in a joint or subsidiary manner, as regards the client.
- Advise Eiffage of any economic or other relationship which could entail a conflict of interest with clients, adopting the necessary measures to preclude interfering in the relationship with the client.
- Prohibit the acceptance by employees of any kind of personal benefit, gifts, invitations, favours or other compensation from clients. Attendance at social events, invitations to professional lunches, seminars and other types of training activities, which have been previously authorised by the head of department, shall not be considered a personal benefit. Likewise, the receipt or offer of any kind of remuneration or financing from or to clients is prohibited, as well as, in general, the acceptance or offer of any kind of external remuneration for services derivative from the employee's own activity.
- Prohibit the provision, promise or offer of any kind of payment, commission, gift or remuneration to any authorities, public officials or employees or managers of companies or public bodies, both in Spain and abroad.
- In the event that the provision of the activity carried out by the Subcontractor, with the prior agreement of Eiffage Energía, is undertaken through other subcontractors, the latter shall be under the obligation to comply with the present commitments or undertakings, for which purpose the Subcontractor must carry out the necessary actions to forward and advise the subcontractor of the content thereof and, where necessary, obtain the signature of the present ANNEX containing the present commitments and/or undertakings.
- Not to carry out or consent to the carrying out by persons under their management, supervision, monitoring and control, or for their own or the Subcontractor's direct or indirect benefit, of any of the offences for which legal persons may be liable pursuant to prevailing or future Spanish Italian criminal law.



- Comply with its obligation to supervise, monitor and control its employees, managers or subordinates, implementing within its organisation its own criminal risk prevention model or adopt internal controls to prevent, identify and preclude the commission within its organisation of any of the offences which meet all the requirements of Spanish Italian criminal law in order to exonerate the legal person from criminal liability.

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## **2. ANTI-CORRUPTION**

The Subcontractor represents and warrants to Eiffage that:

1. It is neither a Governmental Authority nor an instrument of a government.
2. None of the directors, owners, officers, executives, directors or agents of the Subcontractor is a Public Official.
3. No Public Official is associated with or owns any equity shareholdings, either directly or indirectly, in the Subcontractor, or has any legal or beneficial interest in the proposed relationship contemplated in the present 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 published by the Office of Foreign Assets Control of the US Department of the Treasury nor is not subject to economic sanctions imposed by the United States, is not subject to financial sanctions or embargoes under the European Union's Common Foreign and Security and Trade Sanctions Policy, and does not appear on any of the United Nations Security Council Sanctions Lists (any subject included therein shall be referred to as a "Blocked Person"), (ii) is owned by the government of a country subject to economic sanctions imposed by the United States, the European Union or the United Nations, including but not limited to, Cuba, Iran, North Korea, North Sudan and Syria (a "Restricted Country"), nor (iii) is a department, agency or body of, or controlled by anyone acting on behalf, albeit directly or indirectly, of a Blocked Person or Restricted Country.
5. In relation to its activities with or on behalf of a contractor, it is not and shall not undertake, directly or indirectly, any business relationship or dealings with a Blocked Person or Restricted Country.

## **3. HUMAN RIGHTS**

Specifically, with regard to Human Rights, the Subcontractor Supplier makes the following representations and warranties vis-à-vis:

- 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 impacts of its activities on the human rights of persons directly or indirectly affected by its supply chains, in line 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.

- Assign the obligation to the supply chain beyond the direct contractual relationship.

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

The Subcontractor hereby undertakes with its own subcontractors and suppliers in Due Diligence to ensure compliance with the respect and protection of human rights. Said relationships shall be executed in written contracts which guarantee conditions at least as protective as those established by Eiffage Energía. The Subcontractor shall maintain records of said written contracts to demonstrate compliance with its obligations hereunder and shall furnish said records to Eiffage Energía upon reasonable request.



- Remediation Plan.

Human Rights Due Diligence by virtue of the present document may include the implementation and follow-up of a Remediation Plan by the Subcontractor to address the issues identified through the Due Diligence process undertaken.

- Operational Level Complaints Mechanism.

For the term of the present document, the Subcontractor shall maintain an adequately financed and governed non-judicial whistleblower channel or complaints mechanism, to effectively address, prevent and remedy any adverse human rights impacts which may occur in relation to the present document.

This whistleblower channel or complaints mechanism shall be legitimate, accessible, predictable, equitable, transparent, rights-compatible and based on the undertaking and dialogue with affected stakeholders, including workers.

The Subcontractor must be able to demonstrate that its operation can provide written reports to Eiffage when reasonably requested by the latter.

- Audits and disclosure of information.

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

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

- Termination/Repudiation.

The following events shall be deemed to impair the usefulness of this document in a material manner or constitute a fundamental breach thereof and Eiffage may terminate same with immediate effect and without penalty:

- (A) the breach 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) the breach of the Subcontractor of its obligations within the framework of a Remediation Plan.

- Notification.

Within two (2) days following (i) wherein the Subcontractor has reason to believe that any potential or actual violation of human rights exists, or (ii) upon receipt of any oral or written notice of any potential or actual violation, the Subcontractor shall furnish Eiffage a detailed summary of:

- (1) the factual circumstances relating to said violation;
- (2) the investigation and remediation which has been pursued and/or is planned; and (3) the rationale for the Supplier's determination that the investigation and remediation has been or shall be effective, adequate and proportionate to the violation

Should Eiffage become aware of a violation which has not been effectively remedied, Eiffage, in collaboration with other contractors or employers of the Subcontractor, where legally appropriate, shall require the Subcontractor to draw up a Remediation Plan. The purpose of the Remediation Plan shall be



to restore, to the extent that is commercially feasible, the affected persons to the situation that same would have been in but for the occurrence of the adverse human rights impacts. The Plan shall include a timeframe and objective milestones for rectification or remediation. The Subcontractor shall furnish Eiffage with reasonable and satisfactory evidence of the implementation of the Remediation Plan and demonstrate that the participating parties concerned and/or the representatives thereof are being regularly consulted in relation thereto.



**ANNEX V  
INSURANCE**

Workplace Accidents, Occupational Diseases Insurance Policy. As per local regulations in each country where the works/services are undertaken	Motor Policy // Automobile Liability	General Civil Liability Commercial General Liability GL	Freight Transport Insurance // Inland transit	Contractors Machinery and Tools // Contractors Machinery and Tools	Contractors' all risks Insurance // Construction all Risk	Professional Liability // Professional Liability PL										
Workplace Accident, Occupational Disease and Compulsory Life Insurance Policy. As per local regulations in each country where the services are undertaken.	Pursuant to applicable legislation	<p align="center">CONTRACT AMOUNT / MINIMUM LIMIT EUROS</p> <table border="0"> <tr> <td>&lt; 150,000</td> <td>150,000</td> </tr> <tr> <td>&lt; 600,000</td> <td>300,000 - 600,000</td> </tr> <tr> <td>&lt; 1,000,000</td> <td>600,000-1,000,000</td> </tr> <tr> <td>&lt; 3,000,000</td> <td>1,000,000- 3,000,000</td> </tr> <tr> <td>&gt; 3,000,000</td> <td>To be determined by Eiffage Energia</td> </tr> </table>	< 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	To be determined as per project	All risk insurance for all equipment, tools, machinery and installations. Insurance to be provided by the subcontractor or Supplier for the replacement value of such equipment, machinery, tools or installations. Insurance shall be provided by the subcontractor or Supplier for the replacement value of said equipment, machinery, tools or installations.	To be determined as per project	To be determined as per project. Minimum limit 600,000 EUR
< 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															
	Applicable if the subcontractor travels in its own vehicle. Must comply with the compulsory insurance of the country. With coverage for personal injury to the occupants of the vehicle. Requirement for vehicles used in the execution of the work.	Includes personal injury and property damage including damage to third parties, which may occur on the site or adjacent properties, for activities related to this contract.	This coverage must cover the transport sites specified in the contract. From the factory to the project site, including loading and unloading periods and temporary storage.	Applies only if the supplier is to use any machinery, equipment or tools.  The subcontractor must exempt Eiffage for any damage that may be occasioned to its tools or equipment.	To be determined as per project	Engineer/Consultant shall provide and maintain professional liability insurance with the coverage limits specified, to cover liability arising out of negligent acts, errors, mistakes or omissions resulting from the performance of the work commissioned to the engineer, the consultants, or subcontractors thereof. Including coverage for consequential losses.										
	Must likewise cover civil liability for personal injury to third parties and civil liability for damages to property of others pursuant to applicable legislation	With coverage for cross liability, employer's liability, post works and finished products, sudden or accidental contamination. Eiffage Energia must be considered a third party. With an uncovered period of at least 2 years to cover the subcontractor's liability.				Must cover from the date of signature of the agreement and at least until two years after completion of all services rendered.										

