

**EIFFAGE ENERGIA IRELAND LIMITED 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 between **Eiffage Energía Ireland Limited** (“**Eiffage Energía**”) and the counterparty (“**Subcontractor**”), for contracting of Works and Services. Eiffage Energía 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 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 Energía implies the unreserved adherence to the present General Terms 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 Energía, shall automatically entail the understanding, acceptance and unreserved adherence of the present General Terms 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 must be expressly agreed in writing between the Parties.
- 2.5. General Terms and Conditions other than those set out in the present document shall not be accepted except with the express consent in whole or in part thereof by Eiffage Energía.
- 2.6. Any conditions and specifications introduced by the Subcontractor in its delivery notes, invoices or other documents forwarded between the Parties, which contradict the terms and conditions agreed in the Order/Particular Conditions/Contract submitted by Eiffage Energía shall be null and void.
- 2.7. The 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 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 Energía 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 Energía disclaims all responsibility for payment of the works undertaken, even in the event of the acquiescence of Eiffage Energía 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.

**“Anti-Corruption Laws”** means any applicable convention, law, rule, regulation related to combating corruption and/or that relates to bribery, money-laundering, kick-backs or similar business practices may that apply to the Goods and Products and/or the operations of the Parties including but not limited to the Criminal Justice (Corruption Offences) Act 2018 (Ireland).

**“Assigned Certifier”** means the person to be appointed pursuant to the Building Control Regulations being the competent, registered professional identified in the notice of assignment signed by Eiffage Energía.

**“Builder”** means the person appointed pursuant to the Building Control Regulations and is the competent Builder identified in the notice of assignment signed by Eiffage Energía or such other competent, reputable and suitable experienced person as may be appointed by Eiffage Energía.

**“Building Control Regulations”** of **“BCAR”** are the Building Control Acts 1990-2014 and any and all subordinate legislation pursuant thereto (including but not limited to the Building Control Regulations 1997-2020), as may be amended, extended or modified from time to time.

**“Business Day”** means those days, from Monday to Friday, inclusive, on which financial institutions are open for the transaction of commercial business in the Republic of Ireland.

**“Clause”** means any clause set out in the present General Terms and **“Clauses”** means any clause set out in the present General Terms where more than one Clause is being referred to.

**“Client”** or **“Final Client”**: means the Eiffage Energía’s Client.

**“Construction Contracts Act”** means the Construction Contracts Act 2013 and any amendments thereto.

**“Construction Regulations”** means the Safety Health and Welfare at Work (Construction) Regulations 2013 – 2020.

**“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.

**“Design Certifier”** means the person to be appointed pursuant to the Building Control Regulations being the competent, registered professional identified in the notice of assignment signed by Eiffage Energía.

**“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.

**“DPA”:** means applicable legislation protecting the personal data of natural persons, including in particular the Data Protection Act 2018 (as amended) and includes all applicable statutes, laws, secondary legislation, rules, regulations and guidance from a supervisory authority relating to privacy, confidentiality, security, direct marketing or data protection of personal data or corporate data (including any national laws implementing any such legislation), including the General Data Protection Regulation 2016/679, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 (S.I. No. 336 of 2011) and any other laws or regulations implementing Council Directive 2002/58/EC (Privacy Directive).

**“Eiffage Energía” or “Eiffage”** means **Eiffage Energía Ireland Limited**.

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

**“Final Date for Payment”** has the meaning given to it in Clause 1.1.1(c).

**“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 Energía 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 documents applicable for Ireland and which is published on our website <https://www.eiffageenergiasistemas.com/en/purchasing-policy/>.

**“Invoicing Milestone”** has the meaning given to it in Clause 5.2.2 and can, as the context requires, relate to an invoice for the entire Works and Services or for a Milestone, as specified in the Order.

**“Irish Official”** means, in accordance with the Criminal Justice (Corruption Offences) Act 2018, a member of Dáil Éireann, a member of Seanad Éireann, a member of the European Parliament who is such a member by virtue of the European Parliament Elections Act 1997, the Attorney General, the Comptroller and Auditor General, the Director of Public Prosecutions, a judge of a court in Ireland, an arbitrator, including any member of an arbitral board, panel or tribunal, in arbitral proceedings governed by the law of Ireland, a member of a jury in court proceedings (whether civil or criminal) in Ireland or an inquest held under the Coroners Act 1962, an officer, director, employee or member of an Irish public body (including a member of a local authority), any other office holder appointed under an enactment who is remunerated out of moneys provided by the Oireachtas and who is independent in the performance of the functions of that office, or any other person employed by or acting for or on behalf of the public administration of Ireland.

**“Milestone”** means the completion of a portion of the Works and Services which triggers payment of a portion of the Price, as described in this Contract.

**“Order/Particular Conditions/Contract/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. 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.

**“Pay Less Notice”** has the meaning given to it in Clause 1.1.1(d).

**“Payment Claim Date”** has the meaning given to it in Clause 0.

“**Payment Claim Notice**” has the meaning as described in Clause 0.

“**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.

“**Preliminary Health & Safety Plan**” means the preliminary health and safety plan prepared by the PSDP in accordance with the Safety Regulations.

“**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).

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

“**Project Supervisor for the Construction Stage**” or PSCS has the meaning given to it in Clause 19.

“**Project Supervisor for the Design Process**” or PSDP has the meaning given to it in Clause 19.

“**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 Energía. This document shall likewise include the necessary modifications or corrections of deficiencies identified during the corresponding inspection and/or tests.

“**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) and includes all Irish Officials.

“**Safety File**” means given to such term in the Construction Regulations.

“**Safety Regulations**” means the Safety, Health and Welfare at Work Acts 2005 to 2014 (Ireland) as amended and any regulations made thereunder including the Safety, Health and Welfare at Work (Construction) Regulations 2013 - 2020.

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

“**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 the Order/Specific Conditions/Contract.

“**Suspension Notice**” has the meaning given to it in Clause **¡Error! No se encuentra el origen de la referencia..**

“**Taxes**” means any tax, charge, impost, tariff, assessment, duty or fee of any kind charged, imposed or levied, directly or indirectly, by any government entity under applicable laws, including any goods and service tax, VAT, sales tax, stamp duty, import duty, withholding tax (whether in relation to wages and employment-related income, dividends, interest payments, fees, equipment rentals, royalties or otherwise), national insurance contributions, social security premiums or contributions, profit tax, corporate income tax, tax of foreign currency loans or foreign exchange transactions, excise tax, property tax, registration fee or license. Further, all penalties, fines, surcharges, interest or other payments on or

in respect thereof, which may be imposed on or in connection with Subcontractor's performance of these General Terms by a governmental or regulatory tax or customs authority.

“**Warranty Period**” has the meaning given to it in Clause 7.

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

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 Energía to make any payment whatsoever, to re-execute the works carried out deficiently in the opinion of Eiffage Energía 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 Energía.

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 Energía 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 Energía 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 Energía 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 this match the quantities and prices of the Order, or unless Eiffage Energía expressly accepts the

invoicing of additional units. For these purposes, in the event that the Subcontractor considers that it is entitled to an extension of the execution deadline or to an increase in the quantities and prices of the Order, this fact must be notified to Eiffage Energía 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 Energía 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 Energía 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 Energía 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 Energía 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, 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 legal and/or 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 execution 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 Energía's sole discretion, Eiffage Energía shall be entitled to terminate the Order in whole or in part (including the reduction of items) and to contract said Works and Services subject to, at the election of Eiffage Energía, early rescission or termination 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 and Services, payment per Milestones or other expressly agreed option).

Only the certifications which include the signatures of the persons authorised by Eiffage Energía to do so shall be considered valid, and in either event said certifications must be signed by Eiffage Energía'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 Energía 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

- 5.2.1** 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 Energía shall not be held liable for any delays which may arise in the preparation of the invoices which lack the above information. Only a single Order number may be entered on each invoice.
- 5.2.2** The Subcontractor may not issue the invoice until compliance in its entirety of the obligations thereof pursuant to the Contract unless partial invoices ("Invoicing Milestone(s)" in respect of a "Milestone") have been agreed in the Order. The Parties agree that an Invoicing Milestone can refer to an invoice for the entire Works and Services or to a Milestone.
- 5.2.3** 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.
- 5.2.4** Payment of invoices by Eiffage Energía shall not exempt the Subcontractor from its responsibilities or obligations arising from the Order.
- 5.2.5** Invoicing shall be undertaken in accordance with the Invoicing Instructions which are available on the <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 timeline indicated by Eiffage Energía, 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 Energía opts for confirming payment) and which shall be delivered



by Eiffage Energía to the Subcontractor, 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 Energía 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 Energía), Eiffage Energía shall be entitled to withhold any outstanding payments to the Subcontractor in an amount sufficient to cover said liability, and Eiffage Energía may at its sole discretion pay or offset said liabilities with the withheld amounts, without prejudice to any other rights and/or actions to which Eiffage Energía is entitled or has acquired under the Contract and the present General Terms.

When payment under this Contract is due as per an Invoicing Milestone, each payment due date shall operate as the payment claim date for the purposes of the Construction Contracts Act 2013 (the "**Payment Claim Date**"). On each Payment Claim Date, the Subcontractor will deliver a notice to Eiffage Energía (the "Certificate") which shall operate as the payment claim notice in accordance with the Construction Contracts Act 2013 ("the Payment Claim Notice") specifying:

- (a) the sum the Subcontractor claims is due on the Payment Claim Date in respect of that payment as per the payment schedule in the Order;
- (b) the basis on which that sum has been calculated;
- (c) the period, stage of work or activity to which that payment relates; and
- (d) the subject matter of that payment.

The Certificate shall also include:

- (a) full details of the works performed and any deliveries to site and all relevant supporting documentation;
- (b) any other additions or deductions which may be due under this Contract or otherwise,
- (c) a statement that all amounts due and payable to subcontractors, and not the subject of a bona fide dispute, have been paid; and
- (d) a representation that the Subcontractor has no knowledge of any outstanding liens or claims which may result in liens in relation to any Works performed or any services rendered or any items of equipment or materials supplied in relation to the payment being requested.

If Eiffage Energía contests that the sum applied for by the Subcontractor is due and payable, then no later than 21 days after the Payment Claim Date, then Eiffage Energía shall give a notice (the "**Pay Less Notice**") to the Subcontractor specifying:

- (a) the amount Eiffage Energía proposes to pay;
- (b) the reason or reasons for the difference between the amount in the Pay Less Notice and the Payment Claim Notice; and
- (c) the basis on which the amount referred to the Pay Less Notice is calculated.

Where a reason for the different amount in a Pay Less Notice is attributable to a claim for loss or damage arising from an alleged breach of any contractual or any other obligation of the Subcontractor (under this Contract or otherwise), or any claim that Eiffage Energía alleges against the Subcontractor, the Pay Less Notice shall also specify:

- (a) when the loss was incurred or the damage occurred, or how the other claim arose;
- (b) the particulars of the loss, damage or claim; and
- (c) the portion of the difference that is attributable to each such particular.

The final date for payment shall be thirty (30) days after the receipt of the Subcontractor's invoice seeking payment of either the sum set out in the Subcontractor's Payment Claim Notice if approved by Eiffage



Energía or the sum as set out in the Pay Less Notice issued by the Subcontractor as applicable (the “**Final Date for Payment**”).

Subject to the issue of the Pay Less Notice, Eiffage Energía shall pay to the Subcontractor the sum set out in the Payment Claim Notice on or before the Final Date for Payment. Where a Pay Less Notice has been issued, Eiffage Energía shall pay to the Subcontractor the sum set out in the Pay Less Notice on or before the Final Date for Payment.

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

- (a) Original certificate or written confirmation from the Revenue Commissioners of being up to date with social insurance contributions, as well as an express statement that it does not benefit from any debt deferral agreement with the Revenue Commissioners.
- (b) Original certificate or written confirmation of being up to date with payments to the Revenue Commissioners. Provided that the Subcontractor continues to render its services or execute the works, it shall renew and furnish this certificate within six (6) months 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 Energía.

The Subcontractor shall be under the obligation to advise Eiffage Energía of any debt deferral and/or staged payment (payment in instalments) arrangement requested from the Revenue Commissioners.

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;

- (c) Original certificate 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 Energía may request a copy of the employment contract of any of the workers when deemed appropriate;
- (d) RW (Registered Workers) Report. Worker's registration/deregistration with the social insurance contributions or other corresponding official bodies reports. The Subcontractor shall be under the obligation to immediately notify any registrations/deregistrations of workers carrying out the Works and Services;
- (e) A nominal employee list of the Subcontractor's workers who shall carry out the Works and Services, specifying their names, surnames, professional category, passport number, Personal Public Service (PPS) number, address and type of employment contract which binds same to the Subcontractor, as well as their seniority; and residence and work permits in Ireland or relevant authorisations in the case of the intervention of foreign personnel;
- (f) Written confirmation from the Revenue Commissioners confirming payment of social insurance contributions in respect of employees and workers who permanently or occasionally render services in the Works and Services and all equivalent required documentation and confirmations in respect of self-employed workers;
- (g) The documentation on Occupational Health and Safety Risk Prevention required pursuant to Clause 19 (4) of these General Terms;

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- (h) Proof of payment of the insurance policies required under these General Terms including but not limited to for workplace accidents, civil liability and for the machinery and vehicles which render services in the Works and Services;
- (i) Administrative authorisations which enable the Subcontract to carry out the contracted activity and, where applicable, receipt of payment of the corresponding annual fee;
- (j) In the case of intervention of foreign personnel, the required authorisations to reside and work in Ireland.

Eiffage Energía 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 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 Energía, provided that said conflict is resolved.

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

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 Energía 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 Energía.

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 Energía 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 Energía, 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 Energía that the Works and Services:

- a) Comply with the specifications and requirements set out in law, applicable 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, and the Subcontractor indemnifies Eiffage Energía against any claim for infringement of these rights;
- d) Are free from defects, including non-visible or latent defects, and/or latent defect, 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 notified to and acknowledged and agreed to in writing by Eiffage Energía.

The Subcontractor shall exempt Eiffage Energía from any liability and shall indemnify Eiffage Energía in respect of any liability, 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 Energía.

### 6.2 Performance Guarantees

As a guarantee for the proper execution of the works and strict compliance with the agreed deadline, as well as compliance with all Clauses contemplated in the present General Terms and in the Particular Conditions that may be convened, Eiffage Energía 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 Energía. Said percentage may be amended by agreement in writing by the Parties to the Contract.

In the event that the Subcontractor is authorised by Eiffage Energía to replace the withholding referred to in this Clause for a bank guarantee, the guarantee model must be previously approved by Eiffage Energía. Said guarantee must be of a joint and several guarantee, with express waiver of the benefits of exclusion, 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 THIRTY-SIX (36) 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 or in any other applicable legislation.

If, during the warranty period, Eiffage Energía notifies the existence of any defect, the Subcontractor shall carry out and complete all repair, replacement, adjustment or modification services of said Works and Services, at no cost to Eiffage Energía. The choice between the aforementioned options shall always be up to Eiffage Energía.

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 Energía 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 Energía at its election reserves the right, not the obligation, 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 Energía shall be authorised to withhold pending payments, to enforce any bonds and/or 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 Energía 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”). 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 arising from the execution of the foundations which become apparent at any time during the Foundations Warranty Period.

## 8. HUMAN AND MATERIAL RESOURCES

The Subcontractor shall at 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 Energía 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 Energía.

Eiffage Energía 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 Energía.

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 Energía 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 Energía 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 Energía 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 Energía.

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 Energía, all of this at no cost to Eiffage Energía.

### 9.1 Limitation of liability

The limitations and exclusions in this Clause 9 whether a claim is based in contract (including warranty or indemnity), tort (including negligence or strict liability), equity or any other extra-contractual theory.

Notwithstanding anything else in the Contract or under any other branch of law, following the expiry of 6 years from the completion of the Works and Services:

- (a) no claim can be made by either Party against the other whether in contract, tort, for breach of statutory duty, breach of indemnity or under any other branch of law, arising out of or in connection with any matter related to the Contract or the Works and Services; and
- (b) no proceedings of any kind may be issued by either Party against the other, and therefore no liability shall arise, in respect of any matter arising out of or in connection with the Contract or the Works and Services.

The liability of the Parties, arising out of contract (including warranty or indemnity), tort (including negligence or strict liability) will expire 12 years after from the date of breach.

## 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:

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- Workplace accident insurance as per the coverage and ceilings 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 Energía or the Developer, 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 per victim, cross liability, property under custody care and control, subcontractors liability, products and post-works, accidental pollution and contamination.

The compensation ceiling 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.

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

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

Eiffage Energía 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 ceiling required in each case shall be stipulated in the Particular Conditions, and which, as a minimum, shall be 5.000,000 Euros per claim. The insurance must remain in force from the commencement of the study and for 12 years after the issuing of the Provisional Acceptance Certificate.

Eiffage Energía shall be included as an additional insured, without losing its third party status, in the General 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 ceiling of not less than its replacement value. Eiffage Energía shall not be liable for any loss or damage to the Subcontractor's equipment, machinery and/or tools.
- If the use of automobiles or motor vehicles is necessary for the provision of services and/or execution of the works, compulsory motor and/or passenger (compulsory motor third party) insurance as per the minimum ceilings and coverages required under applicable prevailing legislation considering the minimum limit per accident for property damage of 6.500.000 EUR.
- 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 Energía policy and shall remain in force from the date of the Particular Conditions or Order until the end of the Final Acceptance Certificate.

In either event, Eiffage Energía shall never be held liable for the ceilings, excesses 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 Energía, a copy of the summary certificate of the coverage and ceilings 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 Energía or that these comply with the requirements.

The Subcontractor shall notify Eiffage Energía 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 Energía 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 Energía reserves the right, giving prior notice to the Subcontractor, to take out adequate insurance on its behalf, Eiffage Energía 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 Energía.

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 Energía 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 or, where applicable, the Contract, without the express and prior written authorisation of Eiffage Energía in relation to said subcontracting.

Notwithstanding the foregoing, the Subcontractor shall always be liable for the performance of the works or services by the subcontractors thereof.

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

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

In the event that a subcontractor of the Subcontractor files a claim, brings any legal action or declares its intention to do so against Eiffage Energía, then Eiffage Energía shall be entitled to withhold, against any amount and/or claim on any guarantee in its possession in respect of any amount owed or liability to the Subcontractor, the amounts necessary to cover in its entirety said claims (principal, interest, costs, expenses etc.), Eiffage Energía being entitled to directly pay the amounts claimed with said amounts.



**12. ASSIGNMENT**

The assignment or transfer by the Subcontractor of any right, obligation, credit or receivables which may arise from the contractual relationship between the Parties, without the prior written approval of Eiffage Energía 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 arising therefrom, without the aforementioned authorisation.

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 or suppliers, the latter shall be under the obligation to comply with the Contract between Eiffage Energía and the Subcontractor or undertakings, for which purpose the Subcontractor must carry out the necessary actions to forward and advise the subcontractor of the content thereof.

Any assignment, novation, transfer or pledge made in breach of the foregoing shall null and void and unenforceable.

Any breach by the Supplier of the present Clause shall entitle Eiffage Energía, at its election, to terminate the Order and to require from the Supplier, whether it decides to terminate the Order or to demand the compliance thereof, liquidated damages as set out in clause 17 shall be applied. The Parties agree that these liquidated damages are a genuine pre-estimate of loss and not a penalty.

Eiffage Energía 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, receivable or amount owing of Eiffage Energía against the Subcontractor, said credit, receivable or amount owing may be totally or partially offset with any credit receivable or amount owing in favour of the Subcontractor, by Eiffage Energía with a written communication from Eiffage Energía to the Subcontractor and complying with the terms and conditions stipulated for the offsetting of debts prescribed in prevailing legislation.

**14. FORCE MAJEURE**

“Force Majeure” is considered to be any event that is unforeseeable or, while foreseeable, was inevitable for the contractual Party affected and that may not be attributed to its negligence or intent, and which results in that Party delaying or suspending compliance with its obligations according to General Terms and Conditions and the Contract. These are understood to include the following events:

(i) torrential rain, snow or frost, making it impossible or very difficult to access the Site, provided these weather conditions are not considered common or normal in the geographical area of the Site according to the data and archives in the National Meteorology Institute, taking into account the last ten (10) years. Thus, floods of water with a return period of less than twenty (20) years shall not be considered Force Majeure.

(ii) war, hostilities (regardless of whether war is declared or not), disturbances, riots, commotion, or civil unrest, national or regional strikes, lockout or other industrial disputes, except when they only restrict employees of the Subcontractor or its subcontractors; and

(iii) terrorist acts, sabotage, invasion, rebellion, revolution, insurrection, military coup or usurpation, or civil war.

In the event of the occurrence of unforeseeable circumstances, acts or events following the execution of the Contract beyond the reasonable control of the Parties and which hinder the performance of the

respective obligations, neither Party may be held liable for the non-compliance of such obligations, and in the case of the Subcontractor provided it complies with this Clause. The Subcontractor can only claim force majeure where it could not have avoided or overcome the force majeure event, and the event arose after the date of the Contract in the EU.

The Subcontractor shall notify Eiffage Energía, in writing and at the earliest possible opportunity and, in either event, within TWO (2) DAYS from the date on which the former becomes aware, or should have become aware, of said force majeure. Said notification shall contain a comprehensive documented explanation, to the reasonable satisfaction of Eiffage Energía, including details of the event or condition, the cause, the commencement and foreseeable end of the Force Majeure situation and a statement of the actions to be taken in order to comply with the obligations thereof under the Contract. In the event that the Subcontractor fails to notify Eiffage Energía 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 Energía.

The following circumstances shall not be deemed Force Majeure events, including, but not limited to, the following:

- (a) Financial hardship (including, without limitation, proceedings arising 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 Energía 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 Energía may opt to terminate or rescind the Contract, without any 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 arising from the contractual relationship, Eiffage Energía may require liquidated damages from the Subcontractor for the amount and in the cases specified below. The Parties agree that the liquidated damages set out in these General Terms including in this Clause 15 are a genuine pre-estimate of loss and not a penalty.

#### **15.1.1 DELAY LIQUIDATED DAMAGES**

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

If no delay liquidated damages are specified in the Particular Conditions, then weekly delay liquidated damages of 3% of the total Contract Price shall be applied for each week of delay.

This delay 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 the amounts owed to Eiffage Energía are not reached by setting off payments due to the Subcontractor, then Eiffage Energía reserves the right to take appropriate action to make up the difference which shall remain a liability of the Subcontractor to Eiffage Energía.

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

Without prejudice to the foregoing, in the event of delays by the Subcontractor in the delivery of the Works, any loss or liabilities occasioned or incurred by Eiffage Energía vis-à-vis a third party, as well as any action and/or claim brought against Eiffage Energía by a third party, all as a consequence of said delay, shall be borne by the Subcontractor.

#### **15.1.2 DUE TO NON-COMPLIANCE WITH REGARD TO THE SAFETY REGULATIONS**

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

Non-compliance with occupational health and safety requirements and/or any health and safety requirements under these General Terms and/or under applicable laws shall be classified as minor, serious and very serious:

(a) Minor breaches of contract:

- Any breach of that set forth under applicable laws and/or these General Terms, 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 Energía for the subcontracted activity and which is prepared in accordance with the current applicable legislation. This assessment will be sent through the agreed method of business activities. The subcontractor can access it via the e-coordina platform or such other platform notified to it by Eiffage Energía.
- Improper use of machinery or tools when these pose a moderate risk according to the current applicable legislation.
- Failure to use personal protective equipment or adequate protection in situations of exposure to a moderate risk according to the current applicable legislation.
- 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.

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- 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 Energía 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 current applicable legislation.
- Failure to use personal protective equipment or adequate protection in situations of exposure to a significant risk in according to the current applicable legislation.
- 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 current applicable legislation.
- 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 Energía may:

- Require the Subcontractor to pay a penalty liquidated damage 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 current applicable legislation.
- Failure to use personal protective equipment or adequate protection in situations of exposure to an intolerable risk in according to the current applicable legislation. 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 these General Terms and/or under applicable laws including any 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 Energía may:

- Require the Subcontractor to pay a penalty liquidated damage in the amount of thirty (30%) percent of the price of each Order
- 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 supplier.

### **15.1.3 DUE TO NON-COMPLIANCE THE PROHIBITION OF ASSIGNMENT**

In the event of breach of the Clause 12 by the Subcontractor, Eiffage Energía shall be entitled to apply to the Subcontractor the liquidated damages stipulated in the Particular Conditions.

If no liquidated damages are specified in the Particular Conditions, then liquidated damages equivalent to the amount resulting from applying the percentage of 10% to the Price of said Particular Conditions shall be applied.

Without prejudice to the foregoing, in the event of breach of Clause 12 by the Subcontractor, any loss or liabilities occasioned or incurred by Eiffage Energía vis-à-vis a third party, as well as any action and/or claim brought against Eiffage Energía by a third party, all as a consequence of said delay, shall be borne by the Subcontractor.

### **15.1.4 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 as set out in Clause 17 and 18 for any grounds not attributable to Eiffage Energía, Eiffage Energía shall be entitled to apply to the Subcontractor the liquidated damages stipulated in the Particular Conditions.

If no delay liquidated damages are specified in the Particular Conditions, 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 Energía, notifies to the Subcontractor within the scope of application of its Quality, Environment, Energy and Health Product management system, Eiffage Energía shall be entitled to apply to the Subcontractor the liquidated damages stipulated in the Particular Conditions.

If no delay liquidated damages are specified in the Particular Conditions, then 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 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 Energía may, at its election rescind or terminate the Contract in advance.

- 15.3** Eiffage Energía may set off any liquidated damages due from the Subcontractor against any amounts that Eiffage Energía may owe to the Subcontractor.
- 15.4** If the damage occasioned to Eiffage Energía as a result of the delay can be quantified and if said damages exceed the amount of the delay liquidated damages calculated pursuant to the foregoing, Eiffage Energía may require, in addition to the delay 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 Energía to 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 liquidated damages does not entail a waiver by Eiffage Energía to apply similar liquidated damages, damages or any other remedy or those arising a posteriori from the same grounds.
- 15.7** The parties agree that these liquidated damages specified in this Clause 15 are a genuine pre-estimate of loss and not a penalty.
- 15.8** Unless otherwise expressly stated in the Order, the payment or application of liquidated damages shall not be the sole remedy of Eiffage Energía in relation to non-compliance or failure by the Subcontractor.

## **16. SUSPENSION, WITHDRAWAL AND TERMINATION**

### **16.1 SUSPENSION**

Upon prior written notice to the Subcontractor, Eiffage Energía may suspend 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 Eiffage Energía's control (excluding Force Majeure), Eiffage Energía 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 Energía 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) 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 Energía.

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 Energía 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 arising from the Contract upon notification from Eiffage Energía 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 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 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 termination shall take place;

(b) By unilateral will of Eiffage Energía, by means of written notification to the Subcontractor with a notice period of TWENTY (20) DAYS, and without the requirement of any justification whatsoever;

(c) Breach by the Subcontractor of any of its obligations arising from the Contract, in the opinion of Eiffage Energía (including, but not limited to, breach of delivery deadlines, qualities, confidentiality etc.);

(d) When liquidated damages have been imposed on the Subcontractor for an amount equivalent to 10% of the Price;

(e) When, due to reasons not attributable to Eiffage Energía 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;

(f) Should Eiffage Energía 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 Energía, the Subcontractor shall immediately stop all work or activity related to the Order or, failing that, shall follow the instructions provided by Eiffage Energía in said notification of termination.

In the event of termination due to the grounds set forth in paragraphs (a) and (b) above, Eiffage Energía shall only be under the obligation to pay the amounts which would have accrued in favour of the 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 (c) to (f) 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 Energía, 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 rescission or termination (at the election of Eiffage Energía) of the Order.

The Parties agree that all liquidated damages specified in these General Terms are a genuine pre-estimate of loss and not a penalty.

Eiffage Energía may terminate 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 termination is desired to become effective. This ground for termination shall not entail any further liability for without specifying the reason, by sending a written notice to the Subcontractor specifying the date on which the early termination is desired to become effective. This ground for termination shall not entail any further liability for Eiffage Energía nor shall it entitle the Subcontractor to the payment of any amount 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 Energía shall pay the Subcontractor the part of the Works and Services actually performed up to the date on which the early termination takes place, the demobilisation costs and the expenses reasonably incurred by the Subcontractor due to the said early termination 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.

## 17. ENVIRONMENTAL OBLIGATIONS

The Subcontractor undertakes to execute the works taken out under contract pursuant to the Eiffage Energía Quality, Environment, Energy and Health Product management system implemented in accordance with the ISO 9001 and ISO 14001 Standards (“Quality and, Environment management system”). In particular, the Subcontractor must understand and distribute to its personnel the Eiffage Energía Quality and Environment 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 and Services with the provisions set forth in prevailing legislation and regulations on environmental matters and arising from the application of the Quality and Environment management system, whether such obligations arise from EU law, national law or otherwise and adopting all and any preventive and environmental protection measures that may be necessary.

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

The Subcontractor is responsible for the management of all waste generated by its activity within the scope of the works and/or service contract. To that end, the Subcontractor undertakes to comply with the prevailing waste management legislation, making available to Eiffage Energía 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 Energía:

- Request authorisation from Eiffage Energía 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 Energía's internal environmental standards 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:

- **Annex I.-** NM-8 Environmental Standard “Environmental Requirements for Subcontractors”.

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 Energía, 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 Energía's Quality and, Environment management system prior to the conclusion of the provision of its services to Eiffage Energía. Failure to furnish the applicable documentation during the execution of the Works and Services shall give rise to the application of the liquidated damages set forth in Clause 15 of the present General Terms, 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 Energía Quality, Environment, Energy and Health Product management system implemented pursuant to the ISO 9001 and ISO 14001 Standards ("Quality, and Environment management system"). In particular, the Subcontractor must understand and distribute to its personnel the Eiffage Energía Quality and Environment 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 legislation and technical regulations on civil works, construction, industrial safety and installations and qualification of technical personnel applicable to the works contracted and/or arising from the application of the Quality and Environment management system.

The Subcontractor shall be under the obligation to furnish the quality documentation requested by Eiffage Energía during the execution of the Works and Services. This documentation must be approved by Eiffage Energía in order to be considered valid.

This documentation may 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 Energía 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 Energía shall stipulate in the contracted Works and Services. In general, the measuring and testing equipment shall:

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- Be periodically calibrated/verified/tested/inspected within the limits stipulated by Eiffage Energía 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 Energía 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 EU requirements and/or international product standardisation regulations and/or those arising from the implementation of the Quality and, Environment a management system applicable to the goods and services supplied, providing a copy of this documentation to Eiffage Energía. This documentation, may include, but is not limited to the following:

- Certificates of conformity of 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 Energía, may be audited at its own facilities. To that end, the Subcontractor authorises the personnel of Eiffage Energía, 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 and Environment, 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 Subcontractor, as a supplier, may be removed from our supplier database and, therefore, shall not receive new orders.

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

**19.1** The Subcontractor is under the obligation to ensure that all necessary safety precautions and requirements under these General Terms and applicable laws related to the Works and Services are observed and complied with including the Safety Regulations and the Subcontractor shall comply with all applicable laws and regulations in force from time to time as regards the prevention of occupational risks including putting in place and complying with any and all occupational health and safety plans for the Works and Services required by law and Eiffage Energía and complying with the requirements and obligations set out in the Safety, Health and Welfare at Work Act 2005 as it may be amended from time to time and all related regulations.

Whenever reference is made in this document to the applicable legislation 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 Energía personnel.

In the event of non-compliance, Eiffage Energía 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 Energía, that it could be acting as Project Supervisor for the Construction Stage ("PSCS") and that case payments in respect of acting as PSCS are fully reflected in the Price whereby the Price shall not be increased due to Eiffage Energía acting as PSCS.

The Subcontractor will also comply with the instructions received from the Project and Site Management and/or the Owner on the matter of prevention of occupational 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 Energía 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 arising from the non-compliance thereof.

**19.4** The Subcontractor shall submit the documentation requested by Eiffage Energía in due time and form. From among the documentation as regards Occupational Health and Safety Risks Prevention in the workplace are, including but not limited to, the following:

- Certificate of appointment of the safety manager.
- Construction Skills Certification Scheme (CSCS)
- Authorisation to use machinery and/or work equipment.
- Risk Assessment Method Statement (RAMS)
- Electrical risk training (authorised/qualified)
- Coordination of Business Activities meeting minutes.
- PPE – Record of provision of Personal Protective Equipment.
- Training as a Basic Occupational Risk Prevention Technician.
- Training in occupational risks in the job position.
- INFORMATION on occupational risks in the job position.
- Accident rate report for the last three years.
- Proof of delivery of the PSS/RA to the worker.
- . INFORMATION AND REQUIREMENTS. Coordination of Business Activities.
- Adherence to the Occupational Health and Safety Plan/Risk Assessment.

This documentation must be submitted through the E-Coordina platform and shall comply with the labour and preventive obligations arising from applicable health and safety law, the Safety Regulations and the requirements of these General Terms.

Prior to the commencement of the exchange of documentation through the aforementioned platform, the Subcontractor must fill in the terms and conditions enclosing thereto proof of payment of the corresponding fee in each case.

**19.5** Eiffage Energía shall not accept any claim from the Subcontractor for loss of time due to work interruptions as a result of non-compliance with the matters referred to in this Clause.

**19.6** Eiffage Energía shall make available to the Subcontractor the Health and Safety plan for each work for which it is required, and the Subcontractor shall sign an acknowledgement of receipt thereof.

**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 health and safety and

occupational risk obligations under these General Terms and applicable laws, , 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 Energía deems appropriate on such matters.

**19.8** The individual protective equipment used by the Subcontractor's workers shall comply with the prevailing legislation including the Safety Regulations, 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 Energía 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 Eiffage Energía under these General Terms and applicable laws.

**19.12** Should Eiffage Energía 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.

**19.14** The Subcontractor acknowledges that:

- Eiffage Energía could be acting as PSCS;
- a third party contractor appointed by Eiffage Energía will be acting as PSDP; and
- a Builder, a Design Certifier, and an Assigned Certifier will be appointed for the Works and Services (the "Statutory Appointees").

**19.15** The Subcontractor will comply with all reasonable instructions of, and co-operate and coordinate with, any Statutory Appointees appointed in respect of the Works and Services as may be required in accordance with BCAR and the Construction Regulations. For the avoidance of doubt, nothing in these General Terms shall relieve the Subcontractor of its own obligations in this respect as required at no extra cost to Eiffage Energía.

The Subcontractor will be responsible for all costs in respect of complying with the requests of the Statutory Appointees and in its cooperation and coordination with any Statutory Appointee appointed in respect of the Works and Services.

- (i) The Subcontractor will provide all necessary documents (including drawings) for inclusion in the Safety File as required by the Construction Regulations and shall submit any documentation required by the PSDP for the Safety File to Eiffage Energía on completion of the whole of the Works and Services.

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- (ii) The Subcontractor shall ensure that all necessary safety precautions and regulations applicable to construction operations for the Works and Services are observed including the Construction Regulations.
- (iii) The Subcontractor shall have a person responsible for safety on site in accordance with the requirements of Eiffage Energía.
- (iv) The Subcontractor shall have included in the Contract Price all costs in respect of (i) complying fully with all reasonable instructions of and requests of the PSDP and any PSCS and in its cooperation and coordination with other contractors and Statutory Appointees on site; and (ii) any statutory health and safety obligations applicable to the Works and Services generally and (iii) its operations on the site, including in respect of its agents, subcontractors and its personnel.
- (v) The Subcontractor shall provide or procure all necessary documents (including drawings) for inclusion in the Safety File as required by the Construction Regulations and shall submit the Safety File to Eiffage Energía on completion of the whole of the Works and Services.
- (vi) The Subcontractor shall indemnify and hold harmless Eiffage Energía in the event of any claims, losses, costs, damages, expenses, fines and penalties arising from the failure by the Subcontractor or its personnel, subcontractors, agents or representatives to comply with the provisions of Clause 19, Clause 15.1.2 and Clause 15.1.3.
- (vii) The Subcontractor warrants that it has allocated and shall allocate adequate resources to enable it to comply with Clause 19, Clause 15.1.2 and the Construction Regulations. The Contractor further warrants that it has the competence to carry out and manage the Works and Services and to prepare any and all design for which the Subcontractor is responsible under these General Terms.
- (viii) The Subcontractor shall, and shall procure that each subcontractor shall, observe, perform and discharge all the obligations, requirements and duties imposed on contractors and designers arising under or in connection with the Construction Regulations having regard to any applicable codes of practice published or approved by the Health and Safety Authority (HSA) from time to time.
- (ix) The Subcontractor shall at all times have regard to and comply with the Construction Regulations and the Preliminary Health & Safety Plan (as described in the Construction Regulations) and any and all instructions and/or directions issued by the PSDP and the PSCS.
- (x) The Subcontractor shall use its best endeavours to ensure that all items required for the Safety File in respect of the Works and Services are provided to the PSDP promptly and in any event, prior to the issue of the completion of the Works and Services.
- (xi) The Subcontractor warrants to Eiffage Energía that it has taken and shall take all reasonable steps to provide with its design sufficient information in relation to the design of the Works and Services or its construction or maintenance as shall adequately assist Eiffage Energía, other designers and other contractors to comply with their duties under the Construction Regulations.
- (xii) The Contractor shall ensure that the Safety File is revised as often as may be appropriate to incorporate any relevant new information in relation to the Works and Services until completion.
- (xiii) On completion, the Subcontractor shall deliver to Eiffage Energía all records, licences, permission or other documents relating to the Works and Services as are required to be maintained by the Construction Regulations in relation to the Works and Services.
- (xiv) The Subcontractor shall (a) take care for the safety of all persons entitled to be on the site; (b) use reasonable efforts to keep the site and Works and Services clear of unnecessary obstruction so as to avoid danger to these persons; and (c) be responsible for all aspects of health and safety at the site in

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accordance with the Construction Regulations and health and safety law and health and safety requirements under these General Terms.

- (xv) According with the project, the Subcontractor shall perform the duties, undertake the responsibilities and comply with the obligations allocated to a 'Design Certifier' and 'Assigned Certifier' (as defined by the Building Control Regulations) pursuant to the Building Control Regulations and warrants that it:
- A. has the skills, knowledge, experience and organisational capability to enable it to act as a Design Certifier and Assigned Certifier for the Works; and
  - B. has allocated and will allocate, as appropriate, adequate resources to enable it to comply with the Building Control Regulations.

If the Subcontractor procures an entity to carry out these roles it shall provide the form of appointment to Eiffage Energía for its review and comments which shall be incorporated and collateral warranties in a form reasonably required by Eiffage Energía shall be provided from the Design Certifier and Assigned Certifier in favour of Eiffage Energía and its funder and any purchaser of the Works.

- (xvi) According with the project the Subcontractor warrants that it has the competence to prepare any and all design for which the Subcontractor is responsible under these General Terms and the Subcontractor further warrants that it has allocated and will allocate adequate resources to enable the Subcontractor to comply with the Building Control Regulations.]<sup>1</sup>
- (xvii) Without prejudice to the generality of Clause 19.16(xv) and (xvi) above, the Subcontractor shall procure the filing of all the relevant statutory filings as required by the Building Control Regulations at the appropriate time and stage as required thereunder, including without limitation, the following;
- A. a Notice of Assignment of Person to Inspect and Certify Works (Assigned Certifier);
  - B. a Notice of Assignment of Builder;
  - C. an Undertaking by the Builder in the form set out in the Second Schedule to the Building Control Regulations;
  - D. an undertaking by the Assigned Certifier in the form set out in the Second Schedule of the Building Control Regulations; and
  - E. all requisite Certificates of Compliance in relation to the design of the Works.

Further, and in addition, the Subcontractor shall provide to Eiffage Energía the plans, calculations, specifications and particulars necessary to outline how the proposed works will comply with the requirements of the Second Schedule to the Building Control Regulations including (i) general arrangement drawings including plans, sections and elevations; (ii) a schedule of such plans, calculations, specifications and particulars as are currently designed or are to be prepared at a later date; (iii) the preliminary Inspection Plan prepared as Assigned Certifier. Without limitation to the foregoing obligation, the Subcontractor shall provide throughout the Works, such plans, calculations, specifications and particulars to Eiffage Energía as are necessary to demonstrate how the Works will comply with the requirements of the Second Schedule to the Building Control Regulations. The Subcontractor shall, as Assigned Certifier, undertake inspections of the Works in accordance with any preliminary Inspection Plan or Inspection Plan. As a precondition to Preliminary Acceptance, the Subcontractor shall:



- A. provide a Certificate of Compliance on Completion in the form set out in the Sixth Schedule to the Building Control Regulations;
- B. as Assigned Certifier, determine how the plans, calculations, specifications and particulars provided by the Subcontractor or any of its Subcontractors differ from the plans, calculations, specifications and particulars submitted with the Commencement Notice and/or the Seven Day Notice under the Building Control Regulations, and provide the Inspection Plan as implemented as Assigned Certifier;
- C. provide such Ancillary Certificates, as may be required for the role of Design Certifier and/or the Ancillary Certifier from the Subcontractor and the Subcontractors; and
- D. if requested, procure a reliance letter from the sub-contractors appointed as Design Certifier and Assigned Certifier to Eiffage Energía, in relation to the procurement of that sub-contractor's obligation to fulfil the roles of Design Certifier and Assigned Certifier in relation to the Works, and shall also use all reasonable endeavours to procure from any party providing an Ancillary Certificate, a reliance letter to Eiffage Energía.

The Subcontractor shall complete the online assessment via the Building Control Management System of the proposed approach to compliance with the requirements of the Second Schedule to the Building Control Regulations and file the Commencement Notice. The Subcontractor shall within five working days of a request by Eiffage Energía provide (i) an undertaking by the Builder (ii) Certificates of Compliance (Design) and (iii) a Certificate of Compliance (undertaking by Assigned Certifier) in each case in the form set out in the Third Schedule to the Building Control Regulations. To the extent that the Subcontractor does not comply with this Clause 19 in any respect, Eiffage Energía may serve notice on the Subcontractor describing the non-compliance and requiring the Subcontractor to remedy the same as soon as possible and in any case with 7 days from the date of receipt of the notice. For the purposes of this Clause 19.16(xvii), capitalised terms not defined in these General Terms shall have the meaning given to them in the Building Control Regulations.

## **20. DOCUMENTATION**

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

### **20.1 Pension and Payments by the Subcontractor**

Prior to execution of this General Terms, the Subcontractor shall produce evidence (in the form of receipt for payments made in respect of each employee) of membership of the Construction Federation Pension/Sick Pay Scheme relating to:

**20.1.1** the Subcontractor; and

**20.1.2** the Subcontractor's subcontractors (if any).

No subcontractor shall be employed by the Subcontractor without the prior approval of Eiffage Energía. Approval of the appointment of any subcontractor of the Subcontractor including labour only subcontractors, will be granted only if the subcontractor can produce evidence (in the form of receipt for payments made in respect of each employee) of membership of the Construction Federation Pension/Sick Pay Scheme. The Subcontractor shall be responsible for observance by all subcontractors of all the provisions of the General Terms thereof.

## 20.2 Taxes

**20.2.1** The Subcontractor shall give all notices, pay and bear the responsibility for all Taxes required to be paid by it under these General Terms (excluding those taxes related to any consent or other matter that is specified to be an Eiffage Energía's obligation) shall not be adjusted for any of these costs. Eiffage Energía shall pay Taxes in accordance with the following:

- (a) if any withholding or deductions in respect of Taxes apply, related to the payments to Eiffage Energía of amounts due under these General Terms (other than indemnity payments), said Taxes will be deducted or withheld by Eiffage Energía and no grossing up to the payments shall be made by Eiffage Energía;
- (b) the Subcontractor shall bear all travel and lodging costs and expenses incurred by the Subcontractor's personnel. If Eiffage Energía carries out disbursements related to such costs and expenses, these shall be considered part of the taxable base of the withholdings or deductions in respect of Taxes to be deducted or withheld by the Eiffage Energía according to Clause 20.2.1(a) the Subcontractor shall in any event reimburse Eiffage Energía any withholdings or deductions in respect of Tax directly paid by Eiffage Energía to the tax authorities in Ireland;
- (c) the Subcontractor shall, if and when required by applicable laws, be registered for all Taxes in Ireland. The Subcontractor shall, if and when required by applicable laws, comply with the reporting and payment obligations in Ireland;
- (d) the Subcontractor shall self-assess, withhold or deduct, and pay all Taxes that may correspond to its employees, agents, representatives or business as such as a consequence of the subscription, fulfilment and execution of their obligations under these General Terms;
- (e) the Subcontractor is responsible for including in the determination of customs value of the imported goods the value of engineering, development, artwork, design work and plans and sketches undertaken elsewhere than in the country of importation and necessary for their production jointly with material, components, parts, tools, dies, moulds and similar items incorporated, used or consumed in the production of the imported goods;
- (f) the Subcontractor acknowledges that customs value shall not include charges for construction, erection, assembly, maintenance or technical assistance, undertaken after importation on imported goods such as plant, machinery or equipment, the cost of transport after importation and duties and Taxes of the country of importation. To this effect, these items will be distinguished from the price actually paid or payable for the imported goods;
- (g) the Subcontractor acknowledges that royalties or license fees related to the Works and Services, which the Subcontractor shall pay, either directly or indirectly, are included in the Price;
- (h) the Subcontractor shall indemnify and hold harmless Eiffage Energía on an after-Tax basis from and against any Taxes, losses, costs, claims or liabilities arising out of any failure by the Subcontractor to comply with its obligations pursuant to this Clause 20.2;
- (i) the Subcontractor shall promptly provide to the Eiffage Energía or the Eiffage Energía's Representative supporting documentation and issue the corresponding VAT invoice (including in respect of Tax) indicating the services provided, the applicable period, the determination of the compensation, as well as any other additional information requested by Eiffage Energía's;
- (j) the Subcontractor shall be responsible for complying with all statutory obligations to make deductions or withholdings on account of Tax and remit the required amount to any appropriate government authority (whether in Ireland or elsewhere).

- 20.2.2** The Subcontractor will be entitled to charge Eiffage Energía VAT on all goods and services supplied by the Subcontractor to Eiffage Energía under these General Terms in respect of which VAT must be paid or accounted for, provided that the Subcontractor shall, upon charging such VAT, issue to Eiffage Energía a proper VAT invoice in accordance with the VAT Consolidation Act, 2010, and related regulations and in the form and within the time limits required by the relevant VAT Acts and regulations in force at the time of issuing the invoices;
- 20.2.3** Where the Works and Services are located in the Republic of Ireland, and the Works and Services constitute “Construction Operations” within the meaning of section 530 of the Taxes Consolidation Act 1997 payments will be subject to Relevant Contract Tax (“RCT”), as a result the Subcontractor will not charge Value Added Tax (VAT) on the invoice issued but must state on the face of the invoices issued to Eiffage Energía that Eiffage Energía must self-account for the VAT and any documentation reasonably required by the Owner in order to self-account for the VAT will be provided by the Subcontractor to the Eiffage Energía as requested. In this event, Eiffage Energía shall use the following words “VAT on this supply to be accounted for by the principal contractor” when submitting its invoices;
- 20.2.4** As required under sections 530A to 530V of the Taxes Consolidation Act 1997, these General Terms will be registered as an RCT contract under the electronic RCT system on Revenue on Line System (ROS). Eiffage Energía shall be entitled to deduct RCT from each payment at a rate advised by the Revenue Commissioners. Details of any RCT deduction made on the payment will be included in the remittance advice issued by Eiffage Energía to the Subcontractor and any documentation reasonably required by the Subcontractor in order to enable it to recover the amounts withheld or deducted will be provided by Eiffage Energía as requested.
- 20.2.5** Prior to execution of these General Terms, the Subcontractor shall produce valid C2 certificates relating to:
- (a) Eiffage Energía; and
  - (b) the rest of (a) Eiffage Energía’s subcontractors (if any).
- 20.2.6** If during the term of this Contract, a new subcontractor is employed by the Subcontractor, the Subcontractor shall produce a C2 certificate in respect of that subcontractor. In the absence of the appropriate C2 certificates, Eiffage Energía shall deduct tax at source at the rate of 35 per cent from relevant payments, in accordance with Section 531 of the Taxes Consolidation Act, 1997, as amended.
- 20.2.7** No claim for increased costs will be allowed in the event of either the failure to approve, or any delay in approving, the appointment of a subcontractor because of failure or delay in producing a valid Tax Clearance Certificate or C2 Certificate for inspection. The onus shall be on the Subcontractor to ensure the bona fides of any subcontractors it proposes to appoint before seeking the approval.

**20.3 Prior to the commencement of the Works and Services:**

- Installation Company Certificate: Business qualification issued by the competent body of the corresponding Autonomous Community. In the event that it is not an installation company, it must submit the analogous Social Security employer’s document.
- Administrative authorisations authorising the company to carry out the contracted activity (TEA) and, where applicable, receipt of payment of the corresponding annual fee.
- Original certificate or written confirmation from the Revenue Commissioners of being up to date with payments to the Revenue Commissioners. Said certificate or written confirmation must have been issued during the six months prior to the payment of each invoice.

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- Original certificate or written confirmation from the Revenue Commissioners of being up to date with social insurance contributions, as well as an express statement that it does not benefit from any debt deferral agreement with the Revenue Commissioners.
- Copy of the Insurance Policies specified in Clause 10 of the present General Terms 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 Energía and the Subcontractor, duly signed and accepted by the Subcontractor.
- PPS number of the workers who are to provide their services in the Works and Services together with a photocopy of the employment contract stamped at the corresponding employment office.
- Written confirmation from the Revenue Commissioners confirming payment of social insurance contributions in respect of employees and workers and all equivalent required documentation and confirmations in respect of self-employed workers.

#### **20.4 During the period of execution of the Works and Services**

- RW Report (Registered Workers). Worker's registration/deregistration with the social insurance contributions or other corresponding official bodies reports. The Subcontractor shall be under the obligation to immediately notify any registrations/deregistrations of workers carrying out the Works and Services.
- Monthly certificate of being up to date with social insurance contributions.
- 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).
- Original certificate 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.
- their names, surnames, professional category, passport number, Personal Public Service (PPS) number, address and type of employment contract which binds same to the Subcontractor, as well as their seniority.
- Receipts accrediting the renewal or new contracting of the Insurance Policies contemplated in the present General Terms or in the corresponding Order/Contract.

The fact that Eiffage Energía 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 Energía, 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 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 shall only be valid if accepted, in writing, by Eiffage Energía. 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 General Terms, as well as all the professional contact information provided, for the required execution of the present General Terms. Likewise, the parties undertake to process said data pursuant to that set forth in the DPA and Regulation (EU) 2016/679 of 27 April 2016 (which hereinafter shall be referred to as GDPR), for the purposes of compliance of the obligations the subject matter of the present General Terms 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, the Subcontractor is hereby herein advised that the Subcontractor may exercise the rights of access, rectification, portability and erasure of the Subcontractor's data and those of limitation and opposition to the processing thereof by writing to:

- **Eiffage Energía:** via email when the data collection is carried out electronically at the following email address: [lpd.eie.spain@eiffage.com](mailto:lpd.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.
- **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 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 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 General Terms.

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.

## 23. COMPLIANCE

The Subcontractor represents and warrants:

- That it is specifically familiar with and undertakes to act, as per its relationships with Eiffage Energía, pursuant to that set forth in:
  - The Ten (10) Principles of the United Nations Global Compact on human rights, labour, environment and anti-corruption to which Eiffage Energía is ascribed to.
  - The Ethics and Conduct Code and Prevention of Criminal Risks Code published on the Eiffage Energía website: <https://www.eiffageenergiasistemas.com/en/persons/values-and-ethics-code/>
  - **Annex IV** of the present General Terms and Conditions.

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- 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 Energía as regards the breach through its ethics channel via the email address [canaletico.eie.spain@eiffage.com](mailto:canaletico.eie.spain@eiffage.com).
- Eiffage Energía 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 Energía to terminate the contract.

The Subcontractor shall be liable for all losses damages occasioned to Eiffage Energía 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 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 fall within Confidential Information:

- a) If it is in the public domain at the date of signature of the present General Terms;
- b) Becomes public knowledge following the signature of the present General Terms for reasons not attributable to the Party;
- c) Is made available by a third party not bound by any confidentiality undertaking; or
- d) Is required to be disclosed by law or court order.

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

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 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 arising from the present General Terms 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;

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

The 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 Energía, nor post posters advertising the works, without the prior written approval of Eiffage Energía.

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

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

In the event that any part of the 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 Energía and at no additional cost, an authorisation or licence for use, which is perpetual, irrevocable, non-exclusive, *royalty*-free and transferable to any third party.

## 26. EQUALITY

Eiffage Energía is committed to equal opportunities and equal treatment for men and women in the company. At Eiffage Energía, equal opportunities which are an integral part of 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 Energía collaborates with various social non-governmental organisations and has an equality plan, which is applicable to all Eiffage Energía personnel.

Subcontractors are required to comply with the principles set forth in the current equality legislation, including but not limited to the Employment Equality Acts 1998 to 2015, 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 Energía Equality Policy can be consulted at the following link:

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

## **27. APPLICABLE LAW AND JURISDICTION**

**27.1** Unless otherwise stated in the Order, the legal relationship between the Subcontractor and Eiffage Energía shall be governed by the laws of Ireland.

**27.2** For any litigious matters which may arise as a consequence of the compliance or non-compliance of the present General Terms, as well as any dispute, discrepancy, issue or claim arising or which may arise by virtue of the interpretation or execution of the Orders or related directly or indirectly thereto, the Parties, waiving any jurisdiction to which they may be entitled to, shall be subject to the decision of one arbitrator, with the administration of the arbitration to be referred to the ICC Arbitration (“Rules”), 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 Dublin.

**27.3** The Parties agree that, to the extent that any dispute or matter in question between Eiffage Energía and its Client arises in connection with the Contract performed by the Subcontractor, such Subcontractor may be obliged by such dispute at the Eiffage Energía'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 Energía's contract with its Client and not pursuant to the Contract with the Subcontractor.

**SUBCONTRACTOR APPROVAL:**

Corporate name of the undertaking:		COMPANY N.:
Name of the legal representative:		National Identity Card (D.N.I.) No.
Date:	Signature of the representative:	



**ANNEX I**

**NM-8 Environmental Standard “Environmental requirements for subcontractors”**



**ANNEX II**

**N/A**

**ANNEX III**

**DATA SUB PROCESSOR CONTRACT**

**PERSONAL DATA SUB PROCESSOR CONTRACT SIGNED BETWEEN EIFFAGE ENERGIA IRELAND  
LIMITED AND [...]**

In Dublin, 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 ENERGÍA IRELAND LIMITED**, in his capacity as Director, with Tax Company Number pending to be obtained and with registered office in **3 DUBLIN LANDINGS NORTH WALL QUAY DUBLIN 1 IRELAND D01 C4E0**, duly constituted in accordance with the Irish legislation on August 22, 2023, registered in the Company Registration Office of Ireland with number 747170 (which hereinafter shall be referred to as “**EIFFAGE**” or the “**Data Processor**”).

**And on the other**, Mr./Mrs. XXXXXXXXXXXXXXXX, of full legal age, with identity document no. XXXXXXXXXXXXXXXX, in force, acting on behalf of XXXXXXXXXXXXXXXX, with registered address in XXXXXXXXXXXXXXXX, XXX, XXX (XXXXXXXXXXXXXXXXXX) and tax ID number XXXXXXXXXXXXXXXX, as [director / attorney-in-fact / administrator / legal representative] of XXXXXXXXXXXXXXXX, appointed in a deed issued by Public Notary of XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX, protocol number XXX (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 Organic Law 3/2018, of 5 December, Protection of Personal Data and Guarantee of Digital Rights (which hereinafter shall be referred to as “LOPDGDD”).

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 LOPDGDDD, 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 LOPDGDD 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 LOPDGDD.

## **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 LOPDGDD. 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 LOPDGDD 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 penalties), 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**

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 prescribed in the 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 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.

### c) **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.

**d) 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.

**e) 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.

**f) 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.

**g) Headings**

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

**h) Legislation and Jurisdiction**

The present DSPC shall be governed and construed pursuant to Spanish 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 Madrid 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 LOPDGDD**

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 Organic Law 3/2018 of 5 December (LOPDGDD), 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 Dublin, 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, the Subcontractor hereby undertakes to:

- Comply with, and shall procure that its officers, employees and agents shall comply with, the Anti-Corruption Laws, all applicable legislation and/or regulations at state, transnational, regional, provincial or local level, pursuant to the territorial scope of the provision of the activity, including, but not limited to, the Criminal Law (Human Trafficking) Act 2008, (as amended).
- 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 all anti-corruption and Prevention of Money Laundering and Terrorist Financing regulations, including, but not limited to, the Criminal Justice (Corruption Offences) Act 2018 (Ireland).
- 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 and / or psychological harassment, aggression and / 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 Irish Constitution and the general legal system.
- Comply with the requirements prescribed by means of applicable laws, 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 the environment in the undertaking of the activity rendered.
- Verify that the services the subject matter of the rendered activity comply with the quality and safety criteria required by applicable laws, 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), 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 Energía of any economic or other relationship which could entail a conflict of interest with clients, adopting the necessary measures to preclude interfering in the relationship with the client.
- Prohibit the acceptance by employees of any kind of personal benefit, gifts, invitations, favours or other compensation from clients. Attendance at social events, invitations to professional lunches, seminars and other types of training activities, which have been previously authorised by the head

of department, shall not be considered a personal benefit. Likewise, the receipt or offer of any kind of remuneration or financing from or to clients is prohibited, as well as, in general, the acceptance or offer of any kind of external remuneration for services derivative from the employee's own activity.

- Prohibit the provision, promise or offer of any kind of payment, commission, gift or remuneration to any authorities, public officials or employees or managers of companies or public bodies, both in Ireland and abroad.
- Comply with the present commitments or undertakings by the Subcontractor and its subcontractors 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, 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 Irish criminal law.
- Comply with its obligation to supervise, monitor and control its employees, managers and / or subordinates, implementing within its organisation its own criminal risk prevention model and / 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 Irish criminal law in order to be exonerate the legal person from criminal liability.

## 2. ANTI-CORRUPTION

The Subcontractor represents and warrants to Eiffage Energía that:

1. It is neither a Governmental Authority nor an instrument of a government.
2. None of the directors, owners, officers, executives, directors or agents of the Subcontractor is a Public Official.
3. No Public Official is associated with or owns any equity shareholdings, either directly or indirectly, in the Subcontractor, or has any legal or beneficial interest in the proposed relationship contemplated in the present General Terms.
4. The Subcontractor and / or any of its affiliates, directors, employees, independent contractors, representatives and agents (each an "Associated Person")(i) is not 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 and 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 not 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"), and (iii) is not 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 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 (“Human Rights Due Diligence”) 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 Human Rights Due Diligence shall be consistent with the 2018 OECD Due Diligence Guidance for Responsible Business Conduct (<https://mneguidelines.oecd.org/Guia-de-la-OCDE-de-debida-diligencia-parauna-conducta-empresarial-responsable.pdf>).

- 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 Energía Ethics and Conduct Code to the entire supply chain affecting the Goods and/or Products contracted hereunder. To that end, the Subcontractor 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 with 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 Human Rights 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 Energía 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

— I R E L A N D —

Subcontractor of at least 10 days, during normal business hours, audit the Subcontractor'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 Energía in relation to the Goods and/or Products contracted hereunder.

○ Rescission/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 Energía may rescind 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 Energía 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 Subcontractor's determination that the investigation and remediation has been or shall be effective, adequate and proportionate to the violation.

Should Eiffage Energía become aware of a violation which has not been effectively remedied, Eiffage Energía, in collaboration with other contractors or employers of the Subcontractor, where legally appropriate, shall require the Subcontractor to 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 Remediation Plan shall include a timeframe and objective milestones for rectification or remediation. The Subcontractor shall furnish Eiffage Energía 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>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; 1,000,0000</td> <td>600,000-1,000,000</td> </tr> <tr> <td>&lt; 3,000,0000</td> <td>1,000,000- 3,000,000</td> </tr> <tr> <td>&gt; 3,000,000</td> <td>To be determined by EE</td> </tr> </table>	<150,000	150,000	< 600,000	300,000 - 600,000	< 1,000,0000	600,000-1,000,000	< 3,000,0000	1,000,000- 3,000,000	> 3,000,000	To be determined by EE	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 5.000.000 EUR
<150,000	150,000															
< 600,000	300,000 - 600,000															
< 1,000,0000	600,000-1,000,000															
< 3,000,0000	1,000,000- 3,000,000															
> 3,000,000	To be determined by EE															
	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 until de Final Acceptance Certificate to cover the subcontractor's liability.				Must cover from the date of signature of the agreement and at least until twelve after completion of all services rendered.										